

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This Superintendent's Employment Contract ("Contract") is entered into by and between the Board of Trustees ("Board") of the Abilene Independent School District ("District") and Dr. Joseph Waldron, ("Superintendent").

The Board and Superintendent, for and in consideration for the terms stated in this Contract, and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code hereby agree as follows:

### 1. TERM

- 1.1 **Initial Term.** The Board agrees to employ the Superintendent for a term beginning June 1, 2026 and ending June 30, 2029. The Board and the Superintendent (the "Parties") may extend the term of this Contract by written agreement.
- 1.2 **Extension.** At any time during the Contract term, the Board may, in its sole discretion, and with the consent and approval of the Superintendent, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute nonrenewal of the Contract under Texas Education Code, Chapter 21, or Board Policy
- 1.3 **No Right of Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

### 2. EMPLOYMENT

- 2.1 **Professional Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. The Superintendent agrees to furnish to the Board President a copy of the Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void.
- 2.2 **Representations.** The Superintendent makes the following representations:
  - (a) Beginning of Contract. The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, with the exception of routine traffic citations. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other

adjudication, other than routine traffic citations, or failure to provide a criminal history acceptable to the Board shall make this Contract null and void.

- (b) During Contract. The Superintendent also agrees that during the term of this Contract the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within three (3) calendar days of the event.
- (c) False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with his/her employment application are true and correct. Any false statements, misrepresentations, incorrect information or omissions of requested information, intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be good cause for termination or nonrenewal of this Contract as applicable.

2.3 **Duties**. The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as follows:

- (a) Authority. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as set out in Texas Education Code (“Education Code” or “TEC”), sections 11.201(d), 11.1512 and 11.1513, as prescribed in the job description and as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the Contract term. All duties assigned by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent.
- (b) Standard. Except as otherwise permitted by law and this Contract, the Superintendent agrees to devote his/her full time and energy to the performance of his/her duties. The Superintendent shall perform his/her duties with reasonable care, skill and diligence, and, except as set forth herein, shall not engage in any conduct that interferes or conflicts with the Superintendent’s responsibilities to the District. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- (c) Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent’s express written consent.
- (d) Board Meetings. The Superintendent shall attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the

Superintendent's Contract, his salary and benefits, and/or the Superintendent's evaluation and performance; to interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal to hear and resolve complaints. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

- (e) **Family.** The Board and Superintendent value family and place this as a top priority for the Superintendent. While there are many important components of the job, ensuring strong family bonds and placing emphasis on being visible and involved in the role of "dad" and "spouse" supersede the others. We feel that this also translates to higher job performance and satisfaction, both directly and indirectly. The Superintendent will take time for his family and, when possible, prioritize family events/needs above less urgent appearances and interactions.

- 2.4 **Outside Employment.** To the extent permitted by law and Board Policy, the Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflict of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
- 2.5 **Residence.** The Superintendent agrees to live in the District during the term, while serving as Superintendent.
- 2.6 **Annual Physical.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent, at District expense. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG, and other procedures as deemed appropriate by the licensed physician. The physician shall submit a confidential statement to the Board President who will report to the Board verifying the Superintendent's fitness to perform the essential functions of the Superintendent's duties. Such confidential statements shall be maintained as confidential medical records to the extent permitted by law. The Superintendent shall execute all necessary authorizations required by law (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended) to permit the Board to review any such physician statements. The District shall pay all costs of the annual physical examination during the Superintendent's employment with the District. Within thirty (30) days of the effective date of this Agreement, and by December 1 in subsequent years, beginning December 1, 2027, the Superintendent shall provide the Board President a confidential statement from the physician who conducted his most recent physical examination verifying that the Superintendent does not

have any condition that will impair his fitness or ability to perform the essential duties of the position of Superintendent of Schools for the District; Such confidential statements shall be maintained as confidential medical records to the extent permitted by law.

### 3. SALARY AND BENEFITS

- 3.1 **Annual Base Salary.** The Superintendent's salary shall be paid an annual base salary in the sum of Three Hundred Four Thousand Seven Hundred Fifty and No/100 Dollars (\$304,750.00). This annual base salary shall be paid to the Superintendent in equal installments on a twelve-month ratable basis consistent with District policy and in accordance with normal District payroll practices.
- 3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 above, except by mutual agreement of the two parties. Beginning July 1, 2027, the Superintendent's annual base salary shall be increased by the average percentage increase, including across-the-board General Pay Increases, steps, and longevity that the Board approves for the District's teachers for each corresponding school year during the term of this Agreement and without further action of the Board. In further addition, the Board agrees to pay the Superintendent the same amount of any one-time payments approved by the Board for the District's teachers.
- 3.3 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. In furtherance of this endeavor, the Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in professional meetings at the local, regional, state and national levels, as deemed appropriate by the Board and Superintendent. The Board also encourages the Superintendent's participation in executive coaching, pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the Superintendent's performance of the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings, and shall pay the reasonable costs and expenses for the Superintendent's attendance at such professional growth activities, as deemed reasonable and appropriate by the Superintendent and the Board. The District shall also pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators.
- 3.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these

activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall pay for the cost of Superintendent's membership in two local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

- 3.5 **Business Expenses.** The District shall pay or reimburse the Superintendent for reimbursable business expenses incurred by the Superintendent, and only the Superintendent, in the continuing performance of his duties under this Contract. These expenses may include but are not limited to: (1) airline tickets, hotels and accommodations, meals, rental car, gasoline costs, mileage, and other expenses incurred in performance of his duties which require out-of-District travel, (2) the reasonable cost of meals and incidental expenses associated with the Superintendent's work with staff members, Board Members, community patrons, or other persons related to the performance of his duties as Superintendent, (3) membership to professional and civic organizations, as provided in Paragraphs 3.3 and 3.4 of this Contract, (4) professional growth as provided in Paragraph 3.3 of this Contract and (5) and other expenses allowed under this Contract. In seeking reimbursement, the Superintendent shall comply with all documentation requirements dictated by District policies and procedures as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses. These expenses will be subject to review by the District's independent auditors. The Board retains the authority to disallow any reimbursement request which it reasonable believes falls outside the scope of the Superintendent's duties.
- 3.6 **Vacations, Holidays and Sick Leave.** The Superintendent shall observe the same holidays and breaks as provided by the Board adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to administrative employees on 226-day contracts, the days to be taken in a single period or at different times. Subject to the Board's approval of the scheduling, the Superintendent may take the same number of "non-duty days" authorized by Board Policy for administrative employees on 226-day contracts, with the days to be taken in a single period or at different times. Non-duty days taken by the Superintendent will be taken at such time or times as will not substantially interfere with the performance of the Superintendent's duties.
- 3.7 **Health and Medical Insurance.** The District shall pay the same premiums for hospitalization and major medical, dental and vision insurance coverage for the Superintendent as it does for other administrators on twelve-month contracts, pursuant to the group health care plan selected by the Superintendent from the plan(s) provided by the District for its administrative employees.
- 3.8 **Legal Defense.**
- (a) Covered Claims. To the extent consistent with law, including Texas Civil Practice and Remedies Code, Chapter 102, the District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any civil legal and/or administrative proceeding brought against the Superintendent, in the Superintendent's individual or official capacity as Superintendent of the District acting within the course and scope of the Superintendent's employment ("Covered Claim"). The term "Covered Claim" expressly excludes any and

all demands, claims, suits, actions, judgments, expenses and attorneys' fees where it is reasonably determined by the Board that the Superintendent committed official misconduct or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. This indemnity also excludes any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. The District's obligations under this Section 3.8(a) shall survive the termination of this Contract.

- (b) Selection of Legal Counsel. The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract.
  
- (c) Cooperation with District's Defense. During the term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent's reasonable related expenses, including travel and lodging expenses. . After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his/her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his/her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his/her daily rate of pay, calculated by dividing the Superintendent's salary under the Contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not interfering with the Superintendent's then-current employment.

3.10 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable but shall not be

limited by Internal Revenue Code (IRC) §401(a)(17)(A). In other words, for purposes of calculating the amount of supplemental salary under this section, the supplemental salary shall be calculated as if the Superintendent entered the TRS System prior to September 1, 1996. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as “creditable compensation” by the District for purposes of TRS, to the extent permitted by TRS.

3.11 **Technology.** If requested by the Superintendent, the District shall provide the Superintendent with a cell phone for both professional and personal use. The District shall have total responsibility for payment of said mobile telephone account. The Superintendent understands that information stored in his cell phone, computer or other device, whether owned by the District or Superintendent, is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent’s sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

3.12 **Supplemental Retirement Plan.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent an amount equal to the percentage of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age-based catch-up provisions, if applicable according to the schedule below (“Additional Salary”).

YEAR	Percent of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age-based catch-up provisions, if applicable added as Additional Salary
2026	25%
2027	33%
2028	41%
2029	49%

One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution (“Salary Deferral Contribution”). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established

by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in her account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

- 3.13 **Bonuses.** In addition to the annual salary set forth in this Contract, the District, at the Board's sole discretion, may also, but is not required to, pay the Superintendent discretionary annual performance or retention bonuses. The amount of such discretionary annual bonuses, if any, shall be determined at the Board's sole discretion and shall be based upon such factors as the Board may deem appropriate. If awarded, the discretionary annual bonuses for the performance shall be paid to the Superintendent on or before June 30th of the year in which bonuses are awarded.
- 3.14 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

#### 4. EMPLOYMENT PERFORMANCE

- 4.1 **Development of Annual Performance Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.
- 4.2 **Review of Performance.**
- (a) Time and Basis of Evaluation. The Board shall evaluate, in writing, the Superintendent's performance at least once each year during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation format and procedure shall comply with the law and Board Policy. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based, at least in part, on the District's progress towards accomplishing the District Goals. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board.

- (b) Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
  - (c) Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- 4.3 **Criticisms, Complaints, and Suggestions**. The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board 's attention either: (a) to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and shall within a reasonable time inform the Board of the results of such effort; or (b) to the appropriate complaint resolution procedure as established by District Board policies.

## 5. SUSPENSION AND TERMINATION OF EMPLOYMENT

- 5.1 **Suspension**. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause. Any suspension and or administrative leave with pay must be approved by majority vote of the members present at a meeting of the Board.
- 5.2 **Mutual Agreement**. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.
- 5.3 **Non-Renewal of Contract**. Renewal, non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.
- 5.4 **Retirement or Death**. This Contract shall be terminated upon the retirement or death of the Superintendent.
- 5.5 **Resignation**. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the forty-fifth (45th) day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
- 5.6 **Dismissal for Good Cause**. The Board may dismiss the Superintendent at any time for good

cause in accordance with applicable law. The term “good cause” shall include, but not be limited to the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board (the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency);
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board’s policies or the District’s administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District’s standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District’s activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District’s business;
- (p) Failure to fulfill requirements for superintendent certification;

- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;
- (r) Any other reason constituting “good cause” under Texas law.

## 6. MISCELLANEOUS PROVISIONS

- 6.1 **Amendment.** This Contract may not be amended except by written agreement of the parties.
- 6.2 **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas, and the Parties agree that venue for any litigation relating to the Superintendent’s employment with the District, including this Contract, shall be Taylor County. If litigation is brought in federal court, the Parties agree that venue shall be the Northern District of Texas, Abilene Division.
- 6.3 **Entire Agreement.** This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.
- 6.4 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this contract are not intended to have any legal effect; the headings do not limit or expand the meanings of the paragraphs that follow them.
- 6.5 **Severability.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.6 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board’s policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board’s policies or any such permissive law during the term of the Contract.
- 6.7 **Legal Representation.** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 6.8 **Notices.**
  - (a) To Superintendent. The Superintendent agrees to keep a current address and phone number on file with the District’s human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent’s

employment by hand-delivery, or by certified mail, regular mail, express delivery service to the Superintendent's address of record, and/or electronic mail sent to the Superintendent's District provided email account.

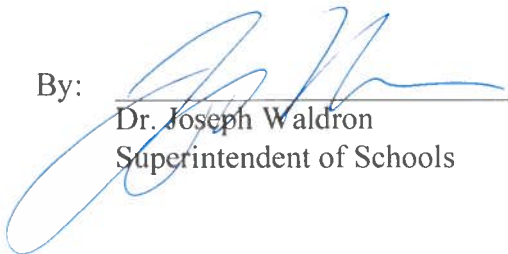
- (b) To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, express delivery service, to the Board President's and Vice President's addresses of record, as provided by the District.

ABILENE INDEPENDENT SCHOOL DISTRICT

By:   
Angie Wiley  
President, Board of Trustees

4-2-26  
Date

SUPERINTENDENT

By:   
Dr. Joseph Waldron  
Superintendent of Schools

4/2/26  
Date