

SUPERINTENDENT TERM CONTRACT

The BOARD OF TRUSTEES (“Board”) of the EDGEWOOD INDEPENDENT SCHOOL DISTRICT (“EISD” or the “District”) and SCOTT TYNER (“Superintendent”) pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for EISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of approximately 2 years, and 11 month(s), commencing on May 27 and ending on June 30, 2028. This Contract is not for a specific number of days within a year, and there are no “non-duty” days under this Contract.
- 1.2 EISD may by action of the Board, and with the consent of the Superintendent, extend the term of this Contract.
- 1.3 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.

II. Employment

- 2.1 *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 EISD, as described in the job description and as may be assigned by action of the Board, and shall comply with all directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the EISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this Contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by EISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
- 2.4 *Residency Requirement.* Within six (6) months of the commencement date under this contract, the Superintendent shall establish and maintain residence within the District. "Failure to satisfy this requirement constitutes good cause for dismissal.
- 2.5 *Board Meetings.* The Superintendent shall attend all meetings of the Board; both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.6 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

III. Compensation and Benefits

- 3.1 *Salary.* During the first year of the Contract, the EISD shall provide the Superintendent with an annual salary not less than \$153,000.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 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, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustment shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this Contract or a new contract shall be issued.
- 3.3 *Leave Benefits.* The Superintendent shall observe the same legal holidays and receive the same leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

- 3.4 *Moving Expenses.* The District shall reimburse the Superintendent for reasonable moving expenses related to the Superintendent's relocation, not to exceed Five Thousand Dollars (\$5,000.00). Reimbursement shall be made consistent with District policy.
- 3.5 *Insurance.* EISD shall provide health and medical insurance to the Superintendent consistent with that available to all EISD employees.
- 3.6 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of such activities shall be borne by the EISD, with membership and/or participation subject to Board approval.
- 3.7 *Professional Organizations.* The Superintendent is encouraged to participate in regional and state professional organizations. The cost shall be borne by the EISD, with membership subject to board approval.
- 3.8 *Indemnification.* The District shall, to the extent allowed by applicable law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgment, expenses, and attorney's fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is(are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District. The District's obligation to indemnify, defend, and hold harmless the Superintendent will survive the termination of this Contract for qualifying acts or failure to act occurring during the term of this Contract or any extension thereof.

IV. Annual Performance Goals

- 4.1 *Development of Goals.* The Superintendent, in coordination with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the EISD. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. Review of Performance

- 5.1 *Time and Basis of Evaluation.* The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems

appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.

- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

VI. Renewal or Nonrenewal of Term Contract

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code.

VII. Termination of Contract

- 7.1 *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 are mutually agreed.
- 7.2 *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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 *Retirement or Death.* This Contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Termination.* This Contract may be terminated at any time for good cause in accordance with Section 21.211 and/or 21.212 of the Texas Education Code and applicable Texas law.

VIII. Amendment of Contract Due to Financial Exigency

- 8.1 *Financial Exigency.* On the basis of financial exigency declared under Texas Education Code Section 44.011 that requires a reduction in personnel, the Board may, in accordance with Texas Education Code Section 21.212(f), choose to amend the terms of this Contract. If the Board chooses to amend this Contract, the Superintendent may resign without penalty by providing reasonable prior written notice to the Board. The parties hereby agree that reasonable prior written notice (for purposes of this section only) is at least thirty (30) days but no more than ninety (90) days. The Superintendent may continue employment for the notice period under the prior contract.

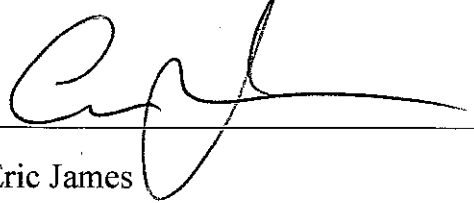
IX. Miscellaneous

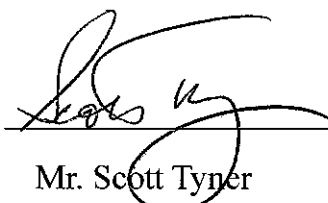
- 9.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performed in Van Zandt County, Texas, unless otherwise provided by law.
- 9.2 *Complete Agreement.* This Contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this Contract.
- 9.3 *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, the terms of this Contract shall take precedence over any contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 9.4 *Savings Clause.* 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, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

APPROVED by the Edgewood ISD Board of Trustees on the 12th day of May, 2025.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT

By: 
Eric James
President, Board of Trustees

By: 
Mr. Scott Tyner
Superintendent