

STATE OF TEXAS §
 §
COUNTY OF LLANO §

SUPERINTENDENT’S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Llano Independent School District (the “District”) and Lindsay McHan Edwards (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent for **12 months** each year for three (3) years, **beginning July 1, 2018 and ending June 30, 2021**, and will be paid an annual salary as described below in Paragraph 5(a).
2. This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal. The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board, verifying the Superintendent’s fitness to perform the Superintendent’s duties, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of the annual physical examination by December 31 of the calendar year in which the examination occurs. Any costs related to blood tests or lab work would be the responsibility of the superintendent. The examination shall be performed on or before June 30 of each year of this Contract.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Superintendent may undertake consulting work, speaking engagements, writing, lecturing, and other professional duties with the prior written consent of the Board. These activities must not interfere or conflict with the Superintendent’s professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Fifty-Six Thousand, Five Hundred Sixty Dollars (\$156,560.00)**, effective **July 1, 2018**. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

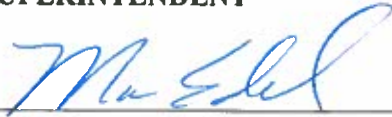
- (b) At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 5(a) of this Agreement.
6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
 7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation and assessment 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's goals and priorities. The evaluation format and procedure shall comply with Board policy and state law.
 8. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
 9. This Agreement shall be terminated upon the death of the Superintendent, long-term mental incapacity, long-term physical incapacity, or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
 10. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
 11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
 12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
 13. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
 14. 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 not later than the 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.
 15. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
 16. To the extent provided for in the District's insurance coverage for District personnel, the District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or 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 in good faith within the course and scope of his employment with the District. This paragraph does not apply if the Superintendent has acted with gross negligence, has acted with the intent to violate a person's clearly established legal rights, or

has been charged with criminal acts. This paragraph does not apply to actions in which the Board and Superintendent have adverse interests or when the Board determines that the Superintendent was not acting in good faith and in the course and scope of the Superintendent's employment. The District may provide a legal defense to the Superintendent in connection with claims brought against the Superintendent before the State Board of Educator Certification (SBEC) if the Board determines that providing such defense is in the best interests of the District. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.

17. In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
18. The District will reimburse the Superintendent's reasonable moving expenses relating to relocation to the District for purposes of this employment contract. Superintendent must request quotes from three (3) different companies before choosing the best value. Receipts must be submitted to the District within 30 days of the expenses incurred.
19. This offer will expire unless signed and returned to the Board or its authorized representative by 4:00 p.m. the 28th day of February, 2018.

Signed this 16 day of February, 2018

SUPERINTENDENT



MAC EDWARDS

STATE OF TEXAS §

COUNTY OF Llano §

This instrument was acknowledged before me on 16th day of February, 2018 by Mac Edwards.





Notary Public, State of Texas

LLANO INDEPENDENT SCHOOL DISTRICT


By: Rick Tisdale
President, Board of Trustees

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This instrument was acknowledged before me on 16th day of February, 2018 by Rick Tisdale, President of the Llano Independent School District Board of Trustees.


Notary Public, State of Texas

