SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF JEFFERSON	§	

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into on May 21, 2026, by and between the Board of Managers (the "Board") of the Beaumont Independent School District (the "District") and Ms. Sandi Massey ("Superintendent")

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 of the Texas Education Code, agree as follows:

I. TERM

1.1. Initial Term. The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on and effective April 29, 2026, and ending on June 30, 2030. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract.

1.2 Term Extension. On February 1st of each year, this Contract shall extend for an additional twelve (12) months in the event the Superintendent receives a minimum performance appraisal that is rated "Accomplished" or "Distinguished", unless the Board provides written notice no later than January 1st of each year of its intent not to extend the Contract or within 10 days of the board meeting when the Superintendent's evaluation is acted on, whichever is later. Any other extension of the term under this Section 1.2 shall be with the written agreement of the Superintendent and shall not exceed five (5) years as permitted by state law. The President of the Board shall notify the Superintendent in writing promptly after

such meeting as to the action taken at such meeting, provided a contract extension is considered by the Board.

1.3 Term Adjustments. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.4 No 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.

II. EMPLOYMENT

2.1 Duties. The Superintendent shall perform the duties of Superintendent for the District as prescribed in state law, the job description, Board policy, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policy and regulations as they exist or may hereafter be amended.

2.2 Professional Certification and Records. The Board and District do hereby acknowledge that the Superintendent, as of the signing of this Contract, is not currently certified as a superintendent in Texas. The Superintendent is currently pursuing a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification and all other certificates required by law. Pending the issuance of said certificate, the District has obtained, or will promptly obtain, a waiver from the Texas Commissioner of Education for the Superintendent to act as a superintendent in accordance with Sections 7.056 and 21.003 of the Texas Education Code. Within the time period of the superintendent certification waiver granted by Commissioner of Education, the Superintendent shall complete the requirements necessary for standard certification and provide proof of standard certification to the District. Subject to this paragraph, this Contract, including any renewal or extension thereof, is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act

as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary or benefits, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent may designate a member of the Administrative Senior Staff to attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

III. COMPENSATION AND BENEFITS

3.1 Salary. The District shall pay the Superintendent a gross annual base salary in the sum of Two Hundred Ninety-Nine Thousand Two Hundred Fifty Dollars and xx/100 Dollars ($299,250.00) for each 12-month period of the term, to be paid in equal monthly installments consistent with the District's 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, 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 adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The Superintendent's salary defined in section 3.1 shall be increased by the

same percentage raise, if any, approved by the Board for District Administrators. The Superintendent shall also be paid the same amount of any one-time payments to District Administrators as approved by the Board.

3.3 Out-of-District Travel Expense Reimbursement. The District shall reimburse the Superintendent for actual out-of-District travel expenses reasonably incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The Superintendent shall comply with all procedures and documentation requirements in accordance with the Board policies and District procedures.

3.4 Insurance. The District shall pay all premiums for District-offered health and medical benefits for the Superintendent and spouse pursuant to the group health care plan and related benefits provided by the District. All premium payments in excess of the District contribution made to administrative employees for District-offered health care plans and related benefits will be credited to the Superintendent as taxable compensation.

3.5 Vacation, Holiday, Sick Leave. The Superintendent may take, at the Superintendent's choice, twenty (20) days of vacation per contract year, which may be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent will be compensated at her daily rate for any days of vacation not used at the conclusion of the contract year, not to exceed fifteen (15) days. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days, not to exceed ten (10) days, at the Superintendent's daily rate of pay of her base salary amount as of the payment date. The Superintendent shall observe the same legal holidays and is hereby granted the same non-duty days as authorized by Board policies for administrative employees on twelve-month contracts.

3.6 Automobile Allowance. The District shall provide the Superintendent with an automobile allowance payable in the amount of $1,000.00 per month, to be paid consistent with the District's practices.

3.7 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 the purposes of TRS, to the extent permitted by TRS. The Superintendent is responsible for all applicable taxes on this supplement.

3.8 Professional Liability and Indemnification. The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of her employment; excluding, however, any such demand, claim, suits, actions or legal proceeding where it is determined 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, with conscious indifference or reckless disregard; and excluding 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. It is expressly understood that a legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 3.8 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

3.9 Professional Growth. The District shall pay the Superintendent's membership dues for up to three professional associations. The District shall bear reasonable cost and expense for registration, travel, meals, lodging and other related expenses for attendance at conferences and/or meetings necessary to maintain and improve the Superintendent's professional skills, subject to Board approval.

3.10 Civic Activities. The District shall pay the Superintendent's membership dues to up for two civic organizations, including, by way of example, rotary, chamber of commerce, and local governmental committees.

3.11 Supplemental Retirement Plan. Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of eleven percent (11%) of the Superintendent's Salary (as set forth in Section 3.1) ("Additional Salary"). 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 her 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.

3.12 Performance Incentive Pay Plan. The Board intends to develop and adopt a performance incentive pay plan for the Superintendent, such plan to be implemented at the beginning of the first school year after the effective date of this Contract and continuing throughout the term of the Contract. The Board and the Superintendent will mutually develop a performance incentive pay plan tied to the annual goals of the District developed by the Board and the Superintendent and approved by the Board in accordance with Section 4.1. The performance incentive pay plan will have measurable objective criteria for each goal with compensation incentives being tied to each criteria for each goal. After written goals are adopted by the Board, but on or before December 1, 2026, this Contract will be amended by the Board to reflect the mutual agreement of the Board and the Superintendent setting forth the details of the performance incentive pay plan, as well as the annual dollar amount to fund the performance incentive pay plan. The first evaluation of the performance of the Superintendent under the performance incentive pay plan will be by the Board on or before October 1 each year during the term of this Contract.

IV. ANNUAL PERFORMANCE GOALS AND SUPERINTENDENT EVALUATION

4.1. Development of Goals. The Board and Superintendent shall work collaboratively to develop student outcome goals and constraints and other goals for the District consistent with Board Policies. The goals and constraints approved by the Board shall always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. Once the board has adopted the District Goals including 5-year student outcome goals and constraints, the Superintendent shall develop appropriate goal progress measures and constraint progress measures for use in monthly progress monitoring sessions with the Board. The District Goals approved by the Board shall be specific, definitive, and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 Annual Review of the Performance. The Board shall evaluate and assess the performance of the Superintendent, in writing, at a mutually agreed upon time not later than October 1st of each year of this Contract starting with the first evaluation on or before October 1, 2026. The meetings

at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests that it should be held in an open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in this Contract and consistent with local Board Policy and shall be based on the District's progress towards accomplishing the District Goals.

4.3 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.

4.4 Annual Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. 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. If 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 with a reasonable period to demonstrate such expected performance before being evaluated.

4.5 Other Interim Evaluations. Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

V. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Section 21.212 of the Texas Education Code.

VI. TERMINATION OF EMPLOYEMENT CONTRACT

6.1 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 may be mutually agreed upon.

6.2 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. 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.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

(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; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency 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;

(1) 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; or,

(q) Any other reason constituting "good cause" under Texas law.

In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

6.4 Termination for Convenience and Termination without Good Cause. If the Board terminates the Superintendent for convenience, or if the Commissioner reverses the action of the Board to terminate this Contract, in lieu of the right to continued employment or any relief of reinstatement, the parties agree that the District shall pay the Superintendent a lump sum payment to fully compensate the

Superintendent for the entire value of all salary, medical and health benefits, automobile allowance, supplemental payments to the Teacher Retirement System of Texas, and contributions to the Supplemental Retirement Plan due under the remaining term of this Contract. In addition, the District shall reimburse the Superintendent for all reasonable costs and attorneys' fees incurred by the Superintendent to enforce this Contract.

6.5 Retirement or Death. This contract shall be terminated upon the retirement or death of the Superintendent.

VII. MISCELLANEIOUS

7.1 Medical Examination. The Superintendent shall have a comprehensive medical examination annually. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board. The District shall pay all costs of the annual physical examination.

7.2 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Jefferson County, Texas, unless otherwise provided by law.

7.3 Conflicts. Any future amendments in the law applicable to this Contract are hereby incorporated herein for all purposes. Provided, in the event of any conflict between the terms, conditions and provisions of this Employment 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.

7.4 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 thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.5 Merger Clause. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract,

and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

7.6 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the Superintendent and Board, except as expressly provided herein.

IN WITNESS WHEREOF, on May 21, 2026, the Board of Trustees approved the Superintendent's contract and authorized the Board President to finalize and execute the terms; therefore, the District has caused this Employment Contract to be executed on its behalf by a duly authorized officer of the Board, and the Superintendent has approved this Employment Contract.

AGREED:

Sandi Massey, Superintendent of Schools

AGREED:

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Jeff Wheeler, President of the Board of Managers

ATTEST:

Arthur Louis, Secretary of the Board of Managers