

**BIRDVILLE INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**Dr. Gayle Stinson**

July 1, 2023 - June 30, 2028

This Superintendent's Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Birdville Independent School District (the "District") and Dr. Gayle Stinson (the "Superintendent").

**WITNESSETH:**

For and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code (the "Code"), the Board and the Superintendent agree as follows:

**I. TERM**

1.1 **Employment.** The Board, by and on behalf of the District, does hereby employ the Superintendent, on a twelve-month basis for each school year, and the Superintendent does hereby

accept employment as superintendent of schools for the District. This Contract was approved by the Board at its special meeting on May 16, 2023. The following is a copy of the resolution of the Board:

2.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required record or in the employment application may be grounds for termination or nonrenewal as applicable.

### III. EMPLOYMENT

3.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description contained in the policy manual and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist

[REDACTED]

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

3.6 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

reasonable expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. For travel outside of District 11, the District agrees to pay the actual and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of her duties as superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with District policies.

[REDACTED]

[REDACTED]

[REDACTED]

District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership

4.7 Community and Civic Participation. The Superintendent is encouraged to participate in community and civic affairs, including a service club of the Superintendent's choice, in addition to her membership in the Northeast Tarrant County Chamber of Commerce. 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 her 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 it believes, based upon the Superintendent's best estimate of the impact that the activity will have on her time and performance of her duties under this Contract, that the activity presents a conflict or will unreasonably interfere with the performance of her duties as Superintendent. The purpose of such activities is to

4.10 Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's annual salary by an amount equal to one hundred percent

(100%) of the Superintendent's annual salary for the term of this Contract.

[REDACTED]

System ("TRS") beginning on July 1, 2021 and continuing for the term of this Contract, including any extension thereof. This supplement shall include both the retirement and TRS Care parts of the

[REDACTED]

(c) Beginning July 1, 2025, the District shall pay the Superintendent, as additional compensation for longevity, an additional fourteen percent (14%) of her monthly TRS creditable compensation per month for twelve months.

~~(d) Beginning July 1, 2026, the District shall pay the Superintendent, as additional compensation~~

for longevity, an additional sixteen percent (16%) of her monthly TRS creditable compensation per month for twelve months.

(e) Beginning July 1, 2027, the District shall pay the Superintendent, as additional compensation for longevity, an additional sixteen percent (16%) of her monthly TRS creditable compensation per month for twelve months.

(f) The additional compensation described in this section 4.13 shall be paid to the Superintendent in regular monthly payroll installments, shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21.(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

[Redacted]

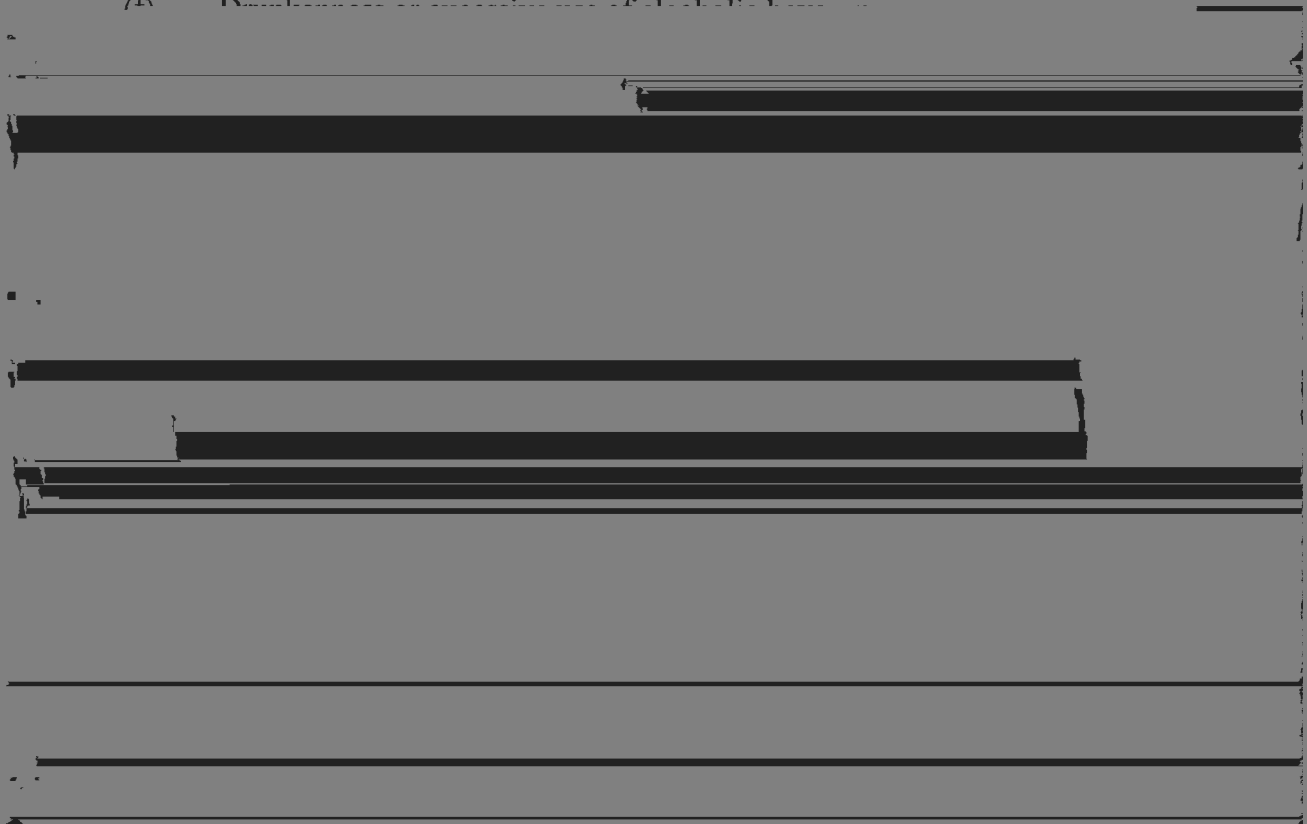
accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is below expectations in any domain, it shall describe in writing, in reasonable detail, specific instances of performance below expectations. A copy of the 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



(d) Failure to comply with the Board's policies or the District's administrative regulations;

(e) Neglect of duties;

(f) ~~Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;~~



(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 requirements regarding advanced coursework or professional improvement and growth;

(k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

(l) Immorality, which is defined as 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;

8.5 Resignation of Superintendent. The Superintendent may leave the employment of the

9.1 Residence Requirement. The Superintendent shall maintain a residence within the

boundaries of the District during the term of this Contract or any extension thereof.

9.2 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Tarrant County, Texas.

9.3 Complete Agreement. This Contract embodies the entire agreement between the parties

EXECUTED this 15<sup>th</sup> day of May 2023.

**BIRDVILLE INDEPENDENT SCHOOL  
DISTRICT**

By: 

President  
Board of Trustees



Dr. Dale Stinson, Superintendent