
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of BAIRD INDEPENDENT SCHOOL DISTRICT (the "District") and TIMOTHY W. LITTLE, ED.D., (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning **July 1, 2023**, and ending **June 30, 2026**. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **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, except for traffic violations arising out of the use of his personal vehicle for which only a citation was issued. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or 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 records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and 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 the professional role and responsibility of the Superintendent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Reassignment.** The superintendent cannot be reassigned from the position of superintendent to another position without the Superintendent's consent.

5. **Compensation and Benefits.**

- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of **One Hundred Eighteen Thousand Four Hundred and Fifty Dollars (\$118,450.00)** per year, to be paid to the superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 5.2 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.2.1 **Vacation and Leave.** The Superintendent may take up to 10 vacation days per year. These vacation days are in addition to any leave available to all employees under Board policy. Accrual and payment for unused vacation days shall follow the provisions provided in Board policy for local leave. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The

Superintendent shall schedule vacation and leave days with prior written notice to the Board and at times that will least interfere with the performance of the Superintendent's duties.

5.2.2 **Civic and Professional Activities.** The Board encourages the Superintendent to become a member of and participate in professional associations and 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 district shall pay membership dues for the Superintendent in the following organizations:

Texas Association of School Administrators (TASA)
American Association of School Administrators (AASA)

5.2.3 **Health and Medical Insurance.** The District shall provide to the Superintendent the full individual coverage for health insurance benefits available to other district employees, subject to the provisions of this agreement and the terms of the District's health benefit plan. The District shall pay, on behalf of the Superintendent, the full premium amount for health insurance coverage under the District sponsored health benefit plan. Any additional charges for other benefits, including family coverage, dental, or vision insurance, shall be the responsibility of the Superintendent.

6. **Superintendent Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once each year during the term of this contract. The evaluation format and procedure shall comply with the law and Board policy. Unless the Superintendent expressly requests otherwise, the Board shall conduct the evaluation of the Superintendent in closed session. In addition, the Board shall treat the completed evaluation instrument as confidential to the extent required or permitted by law. However, the Board and Superintendent may share the Superintendent's completed evaluation instrument with their respective legal counsel.
7. **Outside Consulting.** 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 consulting, the Superintendent agrees to comply with applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
8. **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

as determined by the Board.

9. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.

10. **General Provisions.**

10.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

10.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

10.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

10.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district' administration building is located.

10.5 **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 meaning of the paragraphs that follow them.

10.6 **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.

11. **Notices.**


11.1 **To Superintendent:** The Superintendent agrees to keep a current address 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, and/or express delivery service to the Superintendent's address of record.

11.2 **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, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent




Timothy W. Little, Ed.D.

1/24/23

Date

Baird Independent School District

BY: 

Kenneth W. Brock, President, Board of Trustees

03/03/2023

Date