BIRDVILLE INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

Dr. Gayle Stinson
July 1, 2025 - June 30, 2030

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").

W I T N E S S E T H:

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 regular meeting on December 11, 2025. The term of this Contract shall begin July 1, 2025 and end on June 30, 2030. 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 law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the Contract term.

II. REPRESENTATIONS

2.1 Beginning of Contract. The Superintendent represents that she has disclosed to the Board in writing any past or pending felony or moral turpitude offenses indicated in Policy DH (LOCAL) that resulted in arrest, indictment, no contest or guilty plea or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, in its sole discretion, is a condition precedent to this Contract.

2.2 During Contract. The Superintendent also agrees that, during the term of this Contract, she will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any criminal offense classified as a Class B misdemeanor or greater, public intoxication, any offense involving moral turpitude, and any other offenses listed in Board policy DH(LOCAL). The Superintendent agrees to provide such notification, in writing, within three calendar days of the event as specified in Board policy DH(LOCAL).

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 or may hereafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment, subject to the Board's approval, all professional employees of the District which are to be employed by contract. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. In accordance with Board policy, the Superintendent shall have the authority to accept the resignation of the staff of the District except the Superintendent's resignation, which must be accepted by the Board. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

3.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency and all other certificates required by law. If the Superintendent's certification expires, is cancelled, or revoked, this Contract is void.

3.3 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 Board policies.

3.4 Medical Examination. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that she is physically and mentally able to perform the essential functions of her job. This statement shall be filed with the president of the Board, and shall be maintained as a confidential medical record to the extent permitted by law.

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 regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct, or if the Board and Superintendent are adverse parties to each other. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District, which agreement shall not be unreasonably withheld, if such legal counsel is not also District's legal counsel. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. To the extent this Section 3.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

IV. COMPENSATION

4.1 Salary. The District shall provide the Superintendent with an annual salary of $336,810.00, if and as adjusted annually beginning July 1, 2023, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for a twelve-month contract. Beginning July 1, 2025 and on each July 1st thereafter during the term of this Contract, including any extensions thereof, the Superintendent shall receive the same percentage of salary increases that all other exempt administrative employees of the District receive as may be approved by the Board of Trustees during the term of this Contract.

4.2 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 shall the Superintendent be paid less than the salary set forth in Section 4.1 of this Contract, except by the mutual agreement of the parties hereto. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

4.3 Expenses and Travel Expenses Outside of Region 11. The District shall pay or reimburse the Superintendent for reasonable non-travel expenses within the District or Region 11 incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. For travel outside of Region 11, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. For travel outside of Region 11, the District agrees to pay the actual and 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 Board policies.

4.4 Insurance. The District shall pay the premiums for group health insurance ("TRS Active Care 2") for the Superintendent and her children and shall provide the Superintendent with all other benefits on the same basis as other twelve-month administrative employees of the District.

4.5 Supplement for Taxes. The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of her monthly Medicare and FICA payroll taxes ("Taxes"), if applicable, beginning on July 1, 2023, and continuing for the term of this Contract, including any extensions thereof. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as creditable compensation by the District for purposes of TRS, to the extent permitted by TRS.

4.6 Vacation. The Superintendent shall be entitled to twenty-five (25) days of vacation per year, to be used within the Superintendent's discretion as long as such use does not interfere with the carrying out of her duties and obligations as superintendent of the District. Vacation days may not be accrued and accumulated from year to year. The Superintendent may be paid, prior to July 1st during each year of this Contract, for up to twenty-five (25) unused vacation days at the Superintendent's then-current daily rate of pay. If the Superintendent retires from the District, provided she notified the Board of her intent to retire six months or more before the effective date of her retirement, then the Superintendent shall be paid for a maximum of one-hundred twenty (120) unused State and Local vacation days at her then-current daily rate of pay. The daily rate of pay shall be calculated by dividing the Superintendent's TRS creditable compensation by 236. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the days to be in a single period or at different times.

4.7 Professional Growth. The Superintendent shall devote her time, attention and energy to the direction, administration and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The 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.

4.8 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 expense of such activities, subject to Board approval, shall be borne by the District.

4.9 Computer & Cellular Telephone. The District shall provide a laptop computer or other agreed upon computing device for use by the Superintendent. The Superintendent may also be permitted personal use of the computer furnished to her by the District. The Superintendent shall be required to maintain a cellular telephone and be accessible by it to Board members and high level administrators at reasonable times. The Superintendent understands that information stored in her cell phone or computer is subject to public disclosure if such information is related to the public business of the District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other District-owned devices, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other District-owned devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

4.10 Consulting Work. The Superintendent shall not perform any consulting work for a financial benefit without the approval of the Board as set forth herein and in accordance with the Texas Education Code, Section 11.201(e). Before seeking the Board's approval, the Superintendent shall submit a written request to the Board setting forth the scope of the consulting work, how much time the Superintendent anticipates will be involved in the consulting work, the amount of any compensation she will receive, and certify the entity hiring her to do consulting work currently does not, and does not anticipate, doing any business with the District. If the written request is approved by the Board, the President of the Board will sign the request indicating the Board's approval. The consulting arrangement may not exceed the scope of the request without a similar written request and the Board's approval. Other than approved consulting compensation, the Superintendent shall have no other income from her personal services. The receipt of reimbursement for reasonable expenses is not considered a financial benefit.

4.11 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 portion of the member contribution to the Texas Teacher Retirement 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 TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

4.12 Salary Deferral Contribution. During the term of this Contract, the District shall add to the Salary of the Superintendent the amount of one hundred percent (100%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("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 plans that are: (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 at all times be 100% vested in her account under the 403(b) and/or Section 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.

4.13 Longevity Pay. To encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows:

(a) 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.

(b) 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.

(c) Beginning July 1, 2027, the District shall pay the Superintendent, as additional compensation for longevity, an additional amount per month for twelve months, equal to the previous year's percentage for longevity increased by 2%.

(d) 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.

4.14 Supplemental Retirement Plan. For each year during the term of this Contract, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent. The District shall contribute to the Supplemental Retirement Plan on or before July 31st of each year beginning July 1, 2025, provided that the Superintendent is still employed by the District on the date that the contribution is due. Contributions shall be made as follows:

(a) On July 1, 2025: 66% of the aggregate maximum contributions permitted by the Code for a 401(a) and 403(b) plan, minus the employee deferral amount for 2025;

(b) On July 1, 2026: 100% of the aggregate maximum contributions permitted by the Code for a 401(a) and 403(b) plan, minus the employee deferral amount for 2026;

(c) For all Contract years after July 1, 2026, in which this Contract is in effect, the amount of the District's contribution shall be 100% of the allowable aggregate maximum contributions permitted by the Code for a 401(a) and 403(b) plan, minus the employee deferral amount for that calendar year.

To the extent that the Board contributions provided in this Contract would result in a contribution to the 403(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 403(b) plan shall be made to a 401(a) plan. Each contribution to the Supplemental Retirement Plan and earnings thereon shall become vested immediately with the Superintendent. The Supplemental Retirement Plan shall be a plan established under Sections 401(a) and 403(b) ("the Plans") of the Internal Revenue Code (the "Code"). The Plans shall be established as employer-paid with non-elective contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The Plans shall each be established under a written plan document that

meets the requirements of the Code and such documents are incorporated herein by reference. The funds for the Plans plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

4.15 Benefits. In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees 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 the benefits not expressly provided herein, at the Board's sole discretion.

V. ANNUAL PERFORMANCE GOALS

5.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. 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 to the extent reasonably possible under the District's annual budget.

VI. REVIEW OF PERFORMANCE

6.1 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 as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

6.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed or executive session. The evaluation shall be considered confidential under Texas Education Code Section 21.355 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.

6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in 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 deems that the evaluation instrument, format and/or procedure are to be modified and such modifications would require new or different performance expectations, such modification must be adopted with input from the Superintendent at least nine (9) months, or such period of time that the Superintendent and the Board agree to, prior to its implementation.

VII. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

7.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

8.1 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. After the Superintendent has signed this Contract, and subject to applicable law, the Superintendent will not be released from this Contract without the written consent of the Board.

8.2 Retirement or Death. This Contract shall terminate upon the retirement or death of the Superintendent.

8.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause pursuant to Chapter 21 of the Texas Education Code. 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;

G) 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;

(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;

(q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

(r) Failure to give notice to the Board of any criminal history records described in Subchapter C of Chapter 22 of the Texas Education Code; or

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

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

8.5 Resignation of Superintendent. 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 year. The Superintendent may resign with the consent of the Board at any other time.

IX. MISCELLANEOUS

9.1 Residence Requirement. The Superintendent shall maintain her primary 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 performed in Tarrant County, Texas.

9.3 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.

9.4 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, 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.

9.5 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. 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 shall constitute the entire agreement between the parties unless amended pursuant to the terms of this Contract.

9.6 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.

EXECUTED this 11th day of December 20 25

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

School Board President

Dr. Gayle Stinson