

**SUPERINTENDENT EMPLOYMENT CONTRACT**  
**BETWEEN NORTHSIDE INDEPENDENT SCHOOL**  
**DISTRICT AND**  
**DR. BRIAN WOODS**

This Employment Contract (Contract) is made and entered into this 23rd day of June, 2020 by and between the Board of Trustees (hereinafter referred to as Board) of the Northside Independent School District (hereinafter referred to as District) and Dr. Brian Woods (hereinafter referred to as Superintendent).

Pursuant to the authority of Chapter 21 and Section 11.201 (b) of the Texas Education Code and the general laws of the State of Texas, for the consideration herein specified, the Board and Superintendent hereby agree as follows:

**1. TERM**

The Board, by and on behalf of the District, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2020 and ending June 30, 2024. The Board may consider the extension of this Contract each year following its annual evaluation and assessment of the Superintendent's performance, or at any other time determined by the Board. However, there is no requirement or duty for the Board to extend this Contract.

**2. PROFESSIONAL CERTIFICATION, REPRESENTATIONS AND RESPONSIBILITIES**

**A. Certification.** The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits 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 of Educator Certification, and shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

**B. Representations.** The Superintendent makes the following representations:

**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 Board, 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.

**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, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

**False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his/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.

**C. Duties.** The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies, the job description and as may be assigned by the Board from time to time. The Superintendent shall comply with all Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted during the term of this Contract. Except as provided in this Contract, the Superintendent agrees to devote his full time, energy and skill to the performance of these duties in a faithful, diligent, conscientious, and efficient manner. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the educational leader and chief executive officer of the District; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules and procedures deemed necessary for the efficient operation of the District; and in general perform all duties incident to the office of the Superintendent and such duties as may be assigned by the Board from time to time.

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

**E. 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, 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's designee shall attend such meetings with the exceptions noted above.

**F. 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.



### 3. PROFESSIONAL ACTIVITIES AND ORGANIZATIONS

The District encourages the Superintendent to attend, actively participate in, and/or join appropriate professional meetings and organizations, including civic and service organizations, at the local, state and national levels. The Superintendent shall give the Board prior notice of the professional meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. Unless the Board objects, the District shall pay reasonable expenses for such attendance, participation and/or joinder from funds budgeted for that purpose, including any membership dues and fees of the Superintendent. The Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent also may undertake writing, consulting, teaching and speaking engagements, subject to the Board's approval, and provided that these activities do not interfere with the performance of his duties as Superintendent. In addition to the Superintendent's attendance, participation and/or joinder in appropriate professional meetings and organizations, the Board shall pay the Superintendent membership dues in the various area Chambers of Commerce.

### 4. COMPENSATION

**A. Salary.** The Board shall pay the Superintendent an annual salary in the sum of THREE HUNDRED AND THIRTY-THREE THOUSAND SIX HUNDRED AND FIFTY-TWO AND NO/100 DOLLARS (\$333,652.00) Such salary shall be paid to Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. The Board shall have the right to review and adjust the salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein except by mutual written agreement of the parties. Any such adjustments in salary made during the term of this Contract shall be the form of a written addendum, which shall become part of this Contract, or a new c o n t r a c t . The Board agrees that any additional pay approved by the Board for the 2020-21 school year after initial budget adoption will apply to the Superintendent as it does for other employees.

**B. Leave Benefits.** The Superintendent shall have the same leave benefits as authorized by Board policies for other 12-month administrative employees of the District. Further, the Superintendent shall be credited for accumulated sick leave and personal leave as provided in Board policies.

**C. Vacation.** The Superintendent may take, at the Superintendent's choice the greater of (i) eleven (11) days of vacation annually or (ii) the same number of days provided to District administrators on 12-month contracts as set forth in Board policy, the days to be 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. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent may accumulate up to seventy (70) unused vacation days. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, 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 at the Superintendent's daily



rate of pay as of the payment date. 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, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

- D. Longevity/Retention Payment.** To encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent to encourage longevity goals as follows:

Provided the Superintendent is still actively employed on each subsequent milestone date, of January 1 of each year of this contract beginning with January 1, 2021; NISD will pay \$1,000 per month as a longevity/retention payment. This payment is in lieu of the automobile allowance that was in previous versions of this contract. The 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.

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- E. Health Insurance.** The District shall pay for any and all health insurance for the Superintendent at the same rate as is paid for all other twelve-month administrative employees of the District.

## **5. RESIDENCE**

The Superintendent agrees to maintain his principal residence within the District, and to maintain such residence within the District continuously throughout the term of his employment as Superintendent.

## **6. CELL PHONE OR MOBILE COMMUNICATION DEVICE**

The District shall provide the Superintendent with a cell phone or mobile communication device for the Superintendent's use in the continuing performance of his duties under this Contract. The Superintendent's personal use of the cell phone or mobile communication device shall be permitted as provided by School District policies and administrative regulations.

## **7. AUTOMOBILE**

The District shall reimburse the Superintendent for the use of his automobile outside of the District on District business in accordance with Board policies.

## **8. PROFESSIONAL LIABILITY**

- A. Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract.



**B.** The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

**C.** The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this contract.

## **9. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination at the District's expense, not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per year, during the term of this Contract, including such tests and evaluations that the physician in charge of such examination determines are needed. The physician in charge of such an examination shall provide a written statement at the conclusion of each such annual examination in a form acceptable to the Board certifying that the Superintendent is physically able to perform his duties under the Agreement. This statement shall be filed with the President of the Board.

## **10. RETIREMENT BENEFITS**

**A. District Service Retirement Plan.** 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 monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on July 1, 2018 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. 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.

**B. Supplemental Retirement Plan.** For each payroll period beginning July 1, 2019 and for each year thereafter during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of TWO THOUSAND AND EIGHTY THREE AND NO/100 DOLLARS (\$2,083) per month ("Additional Salary"). 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 established by the District under Section 403(b) and/or Section 457(b) of the Code. 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 his discretion. The Superintendent shall at all times be 100% vested in his 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.



## **11. PERFORMANCE GOALS/EVALUATION FORMAT AND PROCEDURES**

**A. Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. 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 Board agrees to work with and support the Superintendent in achieving the District Goals.

**B. 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 Board's evaluation and assessment of the Superintendent 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.

**C. 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.

**D. Evaluation Format and Procedures.** 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 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. In the event 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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **12. 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 under and pursuant to applicable Texas law.

### 13. 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.

### 14. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific provision of the Contract violates or is unenforceable under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.

### 15. CONTROLLING LAW.

This Contract shall be governed by the laws of the state of Texas and it shall be performable in Bexar, Bandera and Medina Counties, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Bexar County, Texas.

### 16. COMPLETE AGREEMENT AND AMENDMENT.

This Contract embodies the entire understanding and agreement of the parties, and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written amendment signed by both parties, or by the execution of a new contract.

### 17. MULTIPLE ORIGINALS

This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved on its behalf by its duly authorized President and the Superintendent has approved this Employment Contract, effective on the day and year specified in section 1 above.

Northside Independent School District:

Superintendent:

By: Carol Harle  
Carol Harle, Ph.D.  
President, Board of Trustees  
Date: 12-15-20

B.T.W.  
Dr. Brian T. Woods  
Date: 12-17-20

ATTEST:



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Joseph Medina  
Secretary, Board of Trustees

12-15-20