

State of Texas  
County of Brazos

## Superintendent Term Contract

This Superintendent Term Contract ("Contract") is entered into by and between the Board of Trustees (the "Board") of the College Station Independent School District (the "District"), a body politic and corporate, of Brazos County, Texas, and Tim Harkrider (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Section 11.151, Texas Education Code Chapter 21, and the general laws of the State of Texas. The Board on behalf of the District and the Superintendent may be referred to jointly in this Contract as "Parties".

The Board and the Superintendent, for and in consideration of the terms stated in this Contract, and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code hereby agree as follows:

- I. **Term.** The Board agrees to employ the Superintendent for a term of three (3) years, **beginning July 10, 2023 and ending June 30, 2026.**
- II. **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.
- III. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH (Local). 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, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the 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, misrepresentation, omissions of requested information intentionally made, 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.

**IV. Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:

**4.1 Authority.** The Superintendent is the chief administrative officer of the District. The Superintendent shall perform such duties as prescribed by state law including sections 11.201(d), 11.1512 and 11.1513 of the Texas Education Code ("TEC"), the job description, and district policies, as well as any additional lawful duties as the Board may lawfully designate from time to time.

**4.2 Standard.** Except as otherwise permitted by this contract or Board action, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

**4.3 Annual Evaluation.**

**A. Development of Goals.** The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. 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 always 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 objectively measurable, to the extent feasible. The Board agrees to work with and

support the Superintendent in achieving the District Goals. The District Goals shall be mutually agreeable to the Superintendent and the Board.

**B. Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of his 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 at least in part on the District's progress towards accomplishing the written District Goals as agreed on by the Superintendent and Board.

**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. Upon completion of the evaluation by the Board, the Board shall meet with the Superintendent to discuss the evaluation. 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 expectation, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

**4.4 Residency Requirement.** The Superintendent shall have until December 31, 2023 to establish a residence within the District. Thereafter during the Term of this Contract, the Superintendent, while serving as Superintendent of the District, agrees to reside within the boundaries of the College Station Independent School District.

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

**4.6 Board Meetings.** The Superintendent shall attend, and shall be permitted to 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 the discussion of Board officer elections, 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. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

**4.7 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 to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

## **V. Compensation.**

**5.1 Salary.** The District shall pay the Superintendent an annual salary of two hundred eighty thousand three hundred twenty and no/100 dollars (\$280,320.00) per year.

**5.2 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 this Contract. Adjustments to salary and any other compensation under Section V of this Contract shall be based only on performance in accordance with the Superintendent's annual evaluation under Section IV of this Contract and not on any general increase for District administrators, unless otherwise determined by the Board.

**5.3 Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to other 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 such other benefits, at the Board's sole discretion.

**5.4 Professional Membership Fees.** Reasonable fees and costs will be paid by the district for the Superintendent's membership and participation in organizations related to his professional development and civic responsibilities. The Superintendent is encouraged to participate in both professional and civic organizations that expand his professional growth and his involvement in the community. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval and the District's budget. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. The Superintendent will submit an annual budget for such fees as part of the District's overall budget for Board approval.

**5.5 Business Expenses.** The District shall pay for or reimburse reasonable actual and incidental expenses incurred by the Superintendent in the continuing performance of duties on behalf of the District under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the school district. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review annually by the District's independent auditors.

The District shall pay for or reimburse all reasonable actual and incidental expenses associated with the Superintendent's work with staff members, community members and other persons which are related to the performance of duties as Superintendent. The Superintendent will submit an annual budget for such expenses as part of the District's overall budget for the Board approval.

- 5.6 Health and Life Insurance.** The District shall pay and provide the Superintendent with the same standard group health-related insurance options available to, paid, and provided to other District employees, to the same extent as other District employees. The District shall provide the Superintendent with the same "Leadership Team Group Life Insurance" benefits available to District employees who are a part of the leadership team as defined by the Board.
- 5.7 Teacher Retirement System of Texas Contribution.** 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. The supplemental salary shall include both the retirement and TRS Care portions of the TRS member contribution, in the percentage amount required by TRS for the account of the Superintendent. The additional salary supplement for services rendered shall be paid to the Superintendent in the regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 5.8 Supplemental Retirement Plan.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of twenty percent (20%) 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 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 his

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.

**5.9 Technology.** The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information 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..

**5.10 Vacation Leave Days.** In addition to the personal leave days granted to other employees of the district, the Superintendent shall accrue an additional 10 vacation leave days annually, which he may take at his choice when not interfering with urgent duties. The days may be taken in a single period or at different times as will least interfere with the performance of his regular duties for the District. The Superintendent may carry over a maximum of 10 vacation leave days from one year to the next, but shall at no time accrue, in the aggregate, more than 30 vacation days. The Superintendent shall notify the Board President of the days he takes as vacation. 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.

**5.11 Unused Vacation Days.** The District shall pay the Superintendent for any accrued but unused vacation leave days up to a maximum of 30 days, at the Superintendent's daily rate, upon his leaving the District's employ. The daily rate

shall be calculated by dividing the Superintendent's base salary compensation by 240.

**5.12 Longevity/Supplemental Retirement—ER Paid.** Beginning on or before December 31, 2023, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 23% of the contribution limit for employer contributions to a 403(b) plan and a 401(a) plan under Section 415(c) of the Internal Revenue Code (the "Code"), as indexed each year, less the maximum voluntary salary reduction contributions permitted by the Internal Revenue Code (the "Code") for a 403(b) plan. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this section shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that the remaining contribution exceeds the contribution limit for the 401(a) plan, then the Superintendent shall have the right to elect to receive the funds as cash or as an elective deferral to a 403(b) or 457(b) plan.

Each such Plan established on behalf of the Superintendent pursuant to this section shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on June 30, 2026. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

## **VI. Legal Defense and Indemnification.**



**6.1 Legal Defense.** The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in his individual or official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law. The District shall indemnify and hold harmless the Superintendent against any and all awards, judgements, settlements, or any form of monetary compensation arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, in his individual or official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law.

**6.2 Dispute with District.** The Board shall not provide a legal defense or indemnification for any demand, claim, suit, action, or any legal proceeding between the Superintendent and the District, its agent, servants, employees, or subordinates.

**6.3 Misconduct.** Notwithstanding anything in this Section or in the Contract to the contrary the District shall not be obligated to defend or indemnify the Superintendent in the event it is determined that the demand, claim, suit, action, or legal proceeding against the Superintendent is the result of:

- A. An act or omission that involves intentional misconduct or a knowing violation of the law; or
- B. A transaction from which the Superintendent received an improper benefit.

**6.4 Insurance.** The District may fulfill its obligation under this Section by purchasing insurance coverage as determined by the Board.

**6.5 Selection of Counsel.** The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract.

**6.6 Survives Termination.** The provisions of this Section 6 shall survive the termination of this Contract.

**VII. Extension.** At any time during the Contract, the Board may, in its discretion extend the term of the Contract and reissue the Contract, adding one or more year(s) to the

term. Extension of the Contract may be considered as part of the annual evaluation process under Section IV of this Contract. Failure to extend or to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall have no right to such extension.

**VIII. Resignation.** The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed and filed with the Board not less than 90 days prior to the effective date of the Superintendent's resignation in the year that the release from this Contract is requested. 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. The Superintendent may resign with the consent of the Board at any other time.

**IX. Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract will be pursuant to Texas Education Code Chapter 21 and applicable Texas law. If the Board terminates or proposes to terminate 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.

**9.1 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.

**9.2 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

**X. Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with or without pay during the term of this Contract for good cause as determined by the Board in accordance with applicable Texas law. If the Board suspend or proposes to suspend the Superintendent without pay the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

**XI. General Provisions.**

**11.1 Amendment.** Except as expressly set forth herein, this Contract may not be amended except by written agreement of the Parties.

**11.2 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.

**11.3 Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent for the term stated herein are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.

**11.4 Applicable Law and Venue.** Texas law shall govern 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's administration building is located.

**11.5 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.

**11.6 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.

## **XII. Notices**


**12.1 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 by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

**12.2 To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President 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.

This Contract has been approved by majority vote of the Board in a lawfully called and convened public meeting. It is executed by authorized individuals in duplicate on the dates stated below.

The parties have read this contract and agree to abide by its terms and conditions.

Superintendent:  Date Signed: 7/6/23  
Tim Harkrider

College Station Independent School District

By:  Date Signed: 7/6/23  
Jeff Horak, President, Board of Trustees

Attest:   
Joshua Benn, Vice President, Board of Trustees