

**MANSFIELD INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the MANSFIELD INDEPENDENT SCHOOL DISTRICT (the "District") and DR. KIMBERLEY CANTU (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections 11.201 and 21.201, *et seq.*, of the Texas Education Code, do hereby agree as follows:

I. Term.

1.1 The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District on a twelve-month basis per school year for a term of approximately three (3) years, commencing on January 1, 2020 and ending on December 31, 2022. 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 state law.

1.2 The Board has not adopted any policy, rule, regulation, law, or practice for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the term of this Contract.

II. Employment.

2.1 Duties. The Superintendent is the chief administrator and executive officer of the District and shall faithfully perform the duties of the Superintendent of Schools for the District, as prescribed in the job description and as may be lawfully assigned by the Board, and shall administer the District in accordance with all Board directives, policies, rules, and regulations and state and federal law, as they exist or may hereinafter be amended or adopted. As such, the Superintendent shall assign the administrative and supervisory staff in the manner that, in her judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and her staff, subject to the approval of the Board. Except as provided in this Contract, the Superintendent agrees to devote her full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner. 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

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

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be assigned from the position of superintendent to another position in the District except by mutual written agreement of the parties.

III. 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 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. 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.

3.3 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 records or in the employment application may be grounds for termination or nonrenewal, as applicable.

IV. Compensation and Benefits.

4.1 Salary. The District shall pay the Superintendent an annual salary of TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$275,000.00) per year, effective the first duty date of the current school year.

4.1.1 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.

4.2 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.

4.3 Expense Benefits for Travel Outside of District. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay reasonable actual and incidental costs necessarily incurred by the Superintendent for travel outside of the District; such 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 procedures and documentation requirements in accordance with Board and District policies.

4.4 Supplemental Retirement Plan Contribution. The District agrees to make an annual contribution for the Superintendent to a Supplemental Retirement Plan (the "Retirement Plan"), as defined herein, in an amount equal to TEN THOUSAND DOLLARS (\$10,000.00), to be paid on June 30th, or the last contract day of each year included in this Contract. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code") and/or a plan established under Section 457(b) of the Code. The 403(b) plan shall be established as an employer-paid plan with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan and/or 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan and/or 457(b) plan shall be invested in such investment vehicles as are allowable under Code for applicable type of plan. The Superintendent shall have sole discretion as to (1) the service providers for the Supplemental Retirement Plan, within the provisions of the laws of the State of Texas, and (2) how the funds in the Supplemental Retirement Plan are invested. The Superintendent shall at all times be 100% vested in her account under the Supplemental Retirement Plan. Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code. Any contributions by the District that exceed all contribution limits for the Supplemental Retirement Plan shall be carried forward to the next calendar year and shall be made to the Supplemental Retirement Plan in the order specified herein.

4.5 Retirement Benefit. Per District past practice for administrators, upon retirement from the Mansfield Independent School District, the Superintendent will be paid her daily rate of pay for all accumulated state and local days, not to exceed a maximum cap of 65 days.

4.6 Automobile Allowance. The District shall provide the Superintendent with an automobile allowance in the sum of EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$875.00) per month. This allowance is paid in lieu of mileage expense reimbursement for the Superintendent's business travel in her personal vehicle to destinations within a twenty-five (25) mile radius from the District Administration Building located at 605 East Broad Street, Mansfield, Texas 76063.

4.7 Business Expenses. The District shall pay the Superintendent EIGHT HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$833.33) per month for discretionary District business expenses that may be incurred by the Superintendent in the performance of her duties but that are not directly reimbursed by the District, e.g., meal and event expenses for gatherings with Board members, employees, business contacts and others who have a relationship with the District.

4.8 Insurance Benefits. Upon request by the Superintendent, the District shall pay the premiums for hospitalization and major medical insurance plus Gap coverage for the Superintendent and eligible members of her family, pursuant to the group health care plan(s) provided by the District for its administrative employees, as well as the premiums for dental insurance coverage for the Superintendent and all eligible members of her family, in

accordance with the Dental care plan(s) the District provides for its District employees, as long as all District employees may obtain group dental insurance; Additionally, upon request, the District shall pay the premiums for basic disability insurance for the Superintendent in accordance with the disability plan provided its District employees, as well as Cancer and Critical Illness insurance in accordance with any Cancer and Critical Illness insurance plan provided to District employees.

4.9 Vacation, Holidays, and Leave Benefits. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, 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. The Superintendent shall observe the same legal holidays provided by Board policies for administrative employee on twelve-month contracts. The Superintendent is hereby granted the same sick and personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

4.11 Professional Growth Benefits. The Superintendent shall devote the Superintendent's 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 the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit up to 5 days of release time per year for the Superintendent to attend such seminars, course(s), or meetings. The Board may, at the Superintendent's request, approve additional professional development leave that is mutually acceptable to the Superintendent and the Board. 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.

4.12 Civic Activities. The Board encourages the Superintendent to become a member of and participate in 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 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 the activity presents a conflict or interferes with the performance of her duties as Superintendent.

4.13 Technology. The District shall provide the Superintendent use of a laptop

computer for the Superintendent's professional and personal use. Upon termination of this contract, the Superintendent shall be required to return such computer to the district.

V. Superintendent Evaluation, Board Meetings, Complaints, Indemnification, Outside Employment, and Residence.

5.1 Superintendent Evaluation.

5.1.1 Development of Goals. At a time to be determined by the Board, the Superintendent shall work with the Board to develop annual Student Outcome Goals. When the Student Outcome Goals are adopted, they shall become the goals for the District and Superintendent. Superintendent performance is considered indistinguishable from school system performance. Thus, the Superintendent's annual evaluation is simply the combination of all monthly monitoring reports according to the monitoring calendar. The goals, along with the Board adopted Superintendent constraints, shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. 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 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.

5.1.2 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each contract 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.

5.1.3 Confidentiality. Except as otherwise provided by law, the evaluation of the Superintendent shall at all times be conducted in executive session of the Board and shall be considered confidential. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.1.4 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 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.

5.2 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 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.

5.3 Criticisms, Complaints, and Suggestions. With the exception of those directed at the performance or conduct of the Superintendent, the Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attentions to either: (a) the Superintendent for study and appropriate action; or (b) to the appropriate complaint resolution procedure established by District Board policies. The Superintendent shall refer such matters to the appropriate employee(s), or she shall investigate such matters and inform the Board of the results of such efforts within a reasonable period of time as required under the circumstances.

5.4 Indemnification. The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, settlements, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the fullest extent permitted by law, except as provided in this Agreement. This indemnity and hold harmless obligation of the District includes payment of all reasonable attorney's fees and all related costs incurred by the Superintendent in defense of any action except as otherwise set forth below. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by the Board (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's legal rights; (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct. This indemnity also excludes any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. The District's obligation under this paragraph shall continue through the duration of any action.

To the extent permitted by law, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii); to have engaged in criminal conduct.

If the Superintendent admits in writing or under oath, or is found by the Board (i) to have

acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.

The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend (or to advance the costs of defending) regarding any action, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the Superintendent shall assume full responsibility for the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent.

The Superintendent agrees to provide full assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District, regardless of whether the Superintendent continues to be named as a party. Contingent on the Superintendent providing such full cooperation, the District shall reimburse the Superintendent reasonable, related expenses, including travel and lodging expenses.

No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent in any action, or for any other obligation.

5.5 Outside Employment. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment. The Superintendent may serve as a consultant to other school districts or educational agencies, individuals, or entities other than school districts or educational agencies with prior Board approval. The Superintendent may, at her discretion, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration.

5.6 Residence. The Superintendent shall maintain a residence within the geographical boundaries of the District.

VI. Termination, Nonrenewal, Suspension, Resignation of Contract.

6.1 Non-Renewal. The Board may non-renew this Contract in conformance with the terms of Subchapter E, §21.201, *et. seq.*, Texas Education Code. In the event the Board does not renew this Contract, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

6.2 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 defined in Section 6.5 and determined by the Board.

6.3 Termination by 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.

6.4 Termination by Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.5 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent her in any such manner, she shall pay the costs thereof. The term "good cause" is defined as follows:

6.5.1 Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

6.5.2 Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication;

6.5.3 Insubordination or failure to comply with lawful written Board directives;

6.5.4 Failure to comply with the Board's policies or the District's administrative regulations;

6.5.5 Neglect of duties;

6.5.6 Drunkenness or current excessive use of alcoholic beverages;

6.5.7 Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

6.5.8 Conviction of a felony or crime involving more turpitude;

6.5.9 Failure to meet the District's standards of professional conduct;

6.5.10 Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

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

6.5.12 Immorality, which is 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;

6.5.13 Assault on a Board member, employee, or student;

6.5.14 Knowingly falsifying records or documents related to the District's activities;

6.5.15 Misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

6.5.16 Failure to maintain or fulfill requirements for Superintendent certification;

6.5.17 Failure to fulfill the requirements of a deficiency plan under an Emergency permit; or

6.5.18 Any other reason constituting "good cause" under Texas Law.

VII. Physical Condition.

7.1 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. The physician shall submit a confidential statement to the Board certifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in an envelope marked "PERSONAL AND CONFIDENTIAL FOR BOARD'S EYES ONLY" in the Superintendent's personnel file.

7.2 Disability. Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of unpaid leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties and obligations herein stated shall terminate.

VIII. Miscellaneous.

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Tarrant County, Texas, unless otherwise provided by law.

8.2 Complete Contract. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the parties, except as expressly provided 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 constitutes the entire agreement between the parties, unless amended pursuant to the terms of this Contract.

8.3 Notice. Any notice required or permitted to be delivered hereunder shall be

deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 Notices.

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.

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.

Signatures on next page

MANSFIELD INDEPENDENT SCHOOL DISTRICT:

BY: Karen Marcucci
Karen Marcucci
President, Board of Trustees

Date: 12-17-2019

SUPERINTENDENT:

BY: Kimberley Cantu
Kimberley Cantu, Ed.D.

Date: 12-17-2019