

**SUPERINTENDENT’S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS     §

COUNTY OF TARRANT     §

THIS CONTRACT (“Contract”) is made and entered into this 6th day of December 2018, by and between the Board of Trustees (“Board”) of the Fort Worth Independent School District (“District”) and Dr. Kent Scribner (“Superintendent”).

**WITNESSETH:**

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

**I.**

**TERM**

**1.1. Initial Term.** The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term of five (5) years commencing on and effective January 1, 2019, and ending on December 31, 2023. During the last year of the term or any extended term of this Contract, the ending date shall be extended to August 31<sup>st</sup> of that school year to coincide with the Teacher Retirement System of Texas (“TRS”) year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract.

## II.

### EMPLOYMENT

**2.1 Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall administer the School District and faithfully perform the duties of Superintendent for the District in accordance with Board policies including, but not limited to Policy BJA (LOCAL.) 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 hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

(a) Assume administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

(b) Assume administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;

(c) Oversee compliance with the standards for school facilities established by the Commissioner;

(d) Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;

(e) Manage the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations;

(f) Prepare and submit to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section, and administering the budget;

(g) Prepare recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;

(h) Develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;

(i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Commissioner or the District's Board of Trustees;

(j) Organize the District's central administration;

(k) Consult with the District-level committee;

(l) Ensure:

(1) Adoption of a student code of conduct and enforcement of that code of conduct; and

(2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;

(m) Submit reports as required by state or federal law, rule, or regulation;

(n) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and

(o) Perform any other duties lawfully assigned by action of the Board of Trustees.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. Except as provided in sections 2.2 and 2.3 of this Contract, the Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent and efficient manner.

**2.2 Professional Growth.** 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 at 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 a reasonable amount of release time for the Superintendent as the Superintendent and the 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 cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

**2.3 Consultation Activities.** The Superintendent shall be permitted to undertake writing, teaching and speaking engagements, and may serve as a consultant to other school districts and educational entities as permitted by law, provided that these activities do not interfere with the performance of his duties as Superintendent and he uses accrued but not used vacation days or personal leave days. Any consulting engagements and activities by Superintendent shall require the prior approval of the Board. Prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the Board President regarding the dates and length of time the Superintendent will be out of the District for each consultation. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District.

**2.4 Professional Certification and Records.** The Board and District do hereby acknowledge that the Superintendent, as of the signing of this Contract, is not currently certified as a superintendent in Texas. The Superintendent does hereby agree to immediately pursue a valid certificate required to act as a superintendent 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 all other certificates required by law. The Superintendent shall have one (1) year from the original execution date of this contract to obtain a valid superintendent certificate. Pending the issuance of said certificate, Superintendent shall obtain and maintain a temporary permit to act as a superintendent. Subject to the above, the Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain valid and appropriate certifications or permits required to act as a superintendent 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 for Educator Certification and all other certificates required by law. The

Superintendent shall provide evidence of such certifications or permits to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for personnel files of the District. Failure to maintain valid and appropriate certifications or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination. The Superintendent must also file and maintain any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any conscious misrepresentation in the records shall be grounds for termination.

**2.5 Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

**2.6 Employment of Staff.** In accordance with Section 11.201 and 11.1513, Texas Education Code, the Board by policy DC (LOCAL) has delegated and does hereby delegate the sole and final authority to the Superintendent to select and employ certain District personnel who are below executive director level or equivalent. Without limiting the foregoing and in accordance with Sections 11.201 and 11.1513, Texas Education Code, the Board by policy has delegated or will delegate to the Superintendent the authority to:

- (a) Determine the organizational structure, assignment and reassignment of the members of the District's central administrative staff;
- (b) Determine the assignment and reassignment of all campus principals and assistant principals;

- (c) Make recommendations to the Board regarding the employment and continued employment of contractual staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code;
- (d) Employ, terminate or nonrenew all staff not covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code, and who are employed in positions below executive director level or equivalent, in the manner which, in the judgment of the Superintendent, best serves the District, independent of Board approval but subject to guidelines established in policy by the Board.

Further, the Superintendent has the authority to develop and implement administrative procedures, rules and regulations that the Superintendent deems necessary for the efficient and effective operation of the District and which are consistent with Board policies and state and federal law.

The Superintendent, prior to publicly announcing the assignment, re-assignment or transfer of any deputy superintendent, chief, associate superintendent, assistant superintendent or executive director or equivalent level administrator, shall inform the Board of the assignment, re-assignment or transfer.

**2.7 Board Meetings and Relations.** The Superintendent, or his designee, shall have the duty to attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent employment, or for purposes of resolving conflicts between individual Board members or when the Board is acting as a tribunal.

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.

Individual Board members shall direct all inquiries and requests for information to the Superintendent, the Superintendent shall make known all such inquiries, responses and information from/for individual Board members to the entire Board. Individual Board members shall not direct or require the Superintendent or other District employees to prepare reports derived from the analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other employees regarding preparation of reports shall be by Board directive.

The Board and the Superintendent shall maintain a working relationship that is in the best interests of the District. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent/Board relationship.

### III.

#### COMPENSATION AND SALARY

**3.1 Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00). The full annual salary shall be paid in twelve (12) equal installments consistent with the Board's policies.



**3.2 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 as may be permitted by law, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Subsection 3.1 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract. If such adjustments are made during a school year, the new salary shall not be effective until the beginning of the next school year unless made effective at a different date by action of the Board and as permitted by law.

**3.3 Business Expenses.** The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, as permitted by Board policy. 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, airline tickets, 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 by the District's independent auditors.

The District shall not reimburse the Superintendent for reasonable travel expenses incurred incidental to the Superintendent's spouse accompanying him on District business, unless specifically approved in advance by the Board and provided that such expenses are reasonably related and necessary to the conduct of the District's business.

**3.4 Automobile Expense.** The District will pay the Superintendent an amount of One Thousand and No/100 Dollars (\$1,000.00) per month during the term of this Contract to provide him with a car allowance for business travel destinations within the Dallas-Fort Worth Metroplex ("Metroplex"). This monthly payment shall be paid to the Superintendent in a lump sum payment each month. All other travel outside the Metroplex will be in accordance with the District's travel policies.

**3.5 Health and Other Insurance.** The District shall pay the premiums for hospitalization, major medical, dental, vision and basic life insurance coverage for the Superintendent to the same extent such premiums are paid by the District for its executive administrative employees on 12-month contracts. The District shall also make available to the Superintendent other benefit programs such as flexible spending accounts, 403(b) plans, disability plans and other programs to the extent those programs are made available to District executive administrative employees on 12-month contracts. The District shall add the premium for any of the benefits listed in this Section 3.5 to the taxable income of the Superintendent if (a) the District is required to do so to comply with federal tax and/or employee benefits laws or (b) so requested by the Superintendent in order to make the payment of any benefits to him more advantageous under federal tax and/or employee benefits laws.

**3.6 Vacation, Holidays and Personal Leave Days.** The Superintendent shall receive the greater of twenty (20) vacation days or the same number of days of vacation authorized by policies adopted by the Board for administrators 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. Accrued but unused vacation days may be accumulated by the

Superintendent from year to year up to a maximum of 40 days; except as paid out in accordance with this section, any accrued but unused vacation days in excess of 40 days will be lost at the end of each school year. 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 days at the Superintendent's daily rate of pay, based on 240 work days per year, 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.

**3.7 Sick Leave.** The Superintendent shall have the same sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

**3.8 Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

**3.9 Performance Bonus.** Upon completing the Superintendent's annual performance evaluation for each year of this Contract, the District shall pay the Superintendent as salary, on or

before December 31 of each year of the Contract, an additional Salary Performance Incentive between \$15,000 to \$25,000 per year at the sole discretion of the Board, payable only in the event the Superintendent meets the goals established by the Superintendent and the Board pursuant to Article IV of this Contract.

**3.10 Indemnification and Defense.**

(a) The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, 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 his duties as Superintendent of the District, to the fullest extent permitted by law, except as provided in this Section 3.10. 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 a court of competent jurisdiction (i) to have acted or failed to act with gross negligence or malice or bad faith; (ii) to have acted or failed to act with the intent to violate a person's clearly established legal rights or committed official misconduct; or (iii) to have engaged in criminal conduct.

(b) The District may fulfill its obligation under this Section 3.10 by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent; or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District, provided that the insurance coverage insures all of the Superintendent's actions or lack of actions that the District would otherwise be obligated to indemnify and hold harmless the Superintendent under this Section 3.10.

(c) 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) under this Section 3.10, then the Superintendent may elect to be represented in such proceeding by independent counsel subject to approval of the Board and the District's insurer. In such event, the District will pay or advance the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 3.10, pursuant to the terms of the District's insurance contract.

(d) The Superintendent agrees to provide reasonable 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.

(e) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

(f) The provisions of this Section 3.10 shall survive the termination of this Contract.

**3.11 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 his 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 his duties as Superintendent. The District shall

reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**3.12 Technology Allowance.** The District shall pay the Superintendent the sum of One Hundred and No/100 Dollars (\$100.00) per month allowance in order to provide the Superintendent personal communication devices (cell phone, PDA, etc.) for his business and personal use.

**3.13 Life Insurance.** The District shall pay the annual premium toward the purchase of a term life insurance policy or similar life insurance policy having an aggregate face amount of 2.5 times the Superintendent's annual salary in 3.1. All life insurance policies provided hereunder shall be owned by the Superintendent on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under each of the life insurance policies.

**3.14 Purchase of Service Credit and Supplemental Retirement Plan Contributions.** Beginning on the last day of the first year of the Term of this Contract and on each anniversary thereafter during the Term, the District shall contribute to the Supplemental Retirement Plan an amount equal to the estimated cost to purchase one (1) year of out-of-state service with the Texas Teachers Retirement System (TRS) after he has earned five (5) years of service with TRS and is eligible to purchase such service. The estimated cost to purchase one (1) year of out-of-state service with TRS shall be made by multiplying (a) the lesser of the Superintendent's creditable compensation as reported to TRS by the District or the current year compensation limit under Section 401(a)(17) of the Internal Revenue Code (the "Code"), inflated by two percent per year for five years by (b) the actuarial factor for purchasing one year of out-

of-state service under Figure 34, Table 1 of Texas Administrative Code Title 34, Part 3, Chapter 25, Subchapter P. Rule §25.302(h) for a TRS member at the age of the Superintendent when he will first be eligible to purchase such out-of-state service with TRS. Contributions to the Supplemental Retirement Plan for the purchase of TRS service shall be (a) made as a non-elective payment by the District to the Supplemental Retirement Plan (and the Superintendent shall have no right to receive such contribution in cash) and (b) such contributions and earnings thereon shall be kept in a separate account in the Supplemental Retirement Plan. In addition to the amount equal to the estimated cost to purchase one (1) year of out-of-state service with TRS, using the calculation method specified herein ("Service Purchase Cost"), and in addition to the contribution by the District to the 401(a) Plan in an amount equal to his member contribution to TRS, as provided by Section 3.15 of this Contract ("TRS Member Contribution"), the District shall contribute twenty-five percent (25%) of the difference between the total maximum allowable contributions to the 403(b) and 401(a) plans as allowed by Section 415(c) of the Code (to each plan, respectively) plus the maximum allowable contribution to the 457(b) plan (including any catch-up amount allowed for individuals age 50 or older), minus the Service Purchase Cost and the TRS Member Contribution. (((Max contributions 403(b) and 401(a) + max contribution to 457(b))-(Service Purchase Cost+ TRS Member Contribution)) \* .25).

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. Contributions shall be made first 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, then the contribution shall be made to a 457(b) deferred compensation plan. To the extent that the remaining contribution exceeds the contribution limit for a 457(b) deferred compensation

plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. 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.

**3.15 Texas Teacher Retirement System.** The District shall supplement the Superintendent's compensation by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") beginning January 1, 2019 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.

#### **IV.**

#### **ANNUAL PERFORMANCE GOALS**

**4.1. Development of Goals.** The Superintendent shall by February 1 of each year of this Contract, recommend for the Board's consideration and adoption a preliminary list of goals for the District ("District Goals"). The goals approved by the Board shall be reduced to writing



and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

**4.2 Annual Review of the Performance.** The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than April 1st, of each year of this Contract. The meetings at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests that it should be held in an open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in this Contract and consistent with Board Policy BJA (LOCAL) and the annual goals for the District.

**4.3 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.

**4.4 Annual Evaluation Format and Procedure.** The annual evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and in consultation with the Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

**4.5 Other Interim Evaluations.** Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance

evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

V.

**TERMINATION OF EMPLOYMENT CONTRACT**

**5.1 Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

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

**5.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause, as determined by the Board. The term "good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state and includes but is not limited to the following:

- (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) Convicted of driving while intoxicated;

- (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;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) 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;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of material 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) Conducting personal business during school hours when it results in neglect of duties;
- (r) Failure to report to the Board any arrest, conviction or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy;
- (s) Falsification of required information on an employment application; or
- (t) Any other reason constituting "good cause" under Texas law, as determined by the Board.

**5.4 Termination Procedure.** In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

**5.5 Nonrenewal of Contract.** Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

**5.6 Early Termination–Dismissal without Cause.** In the event the Board and Superintendent mutually agree that it is in the best interest of the District and Superintendent that the Superintendent not continue as the Superintendent for the District, upon written notice by either the Board or Superintendent, the Contract may be terminated upon such terms and conditions as may be mutually agreed upon including, without limitation, the following financial terms and conditions:

**5.6.1 Termination during Year One or Two of Term.** During the first or second year of the term of this Contract, this Contract may be terminated in accordance with section 5.6 upon terms and conditions mutually acceptable to District and Superintendent.

**5.6.2 Termination during Year Three of Term.** In the event the Contract is terminated in accordance with section 5.6 during the third year of the term of this Contract, the District does hereby agree to pay the Superintendent seventy-five percent (75%) of the remaining balance of the full value of the Contract, including but not limited to, the balance of salary and benefits due under the remaining terms of the Contract through the end of the term. One-half of shall be paid to the Superintendent in lump sum on or before thirty (30) days from the date the majority of the Board votes to terminate. The remaining one-half shall be paid to the Superintendent after January 1 but on or before January 31 of the year following the date of termination.

**5.6.3 Termination during Year Four of Term.** In the event the Contract is terminated in accordance with section 5.6 during the fourth year of the term of this Contract, the District does hereby agree to pay the Superintendent one hundred percent (100%) of the remaining balance of the full value of the Contract, including but not limited to, the balance of salary and benefits due under the remaining terms of the Contract through the end of the term. One-half of shall be paid to the Superintendent in lump sum on or before thirty (30) days from the date the majority of the Board votes to terminate. The remaining one-half shall be paid to the Superintendent after January 1 but on or before January 31 of the year following the date of termination.

**5.6.4 Termination during Year Five of Term.** In the event the Contract is terminated in accordance with section 5.6 during the fifth year of the term of this Contract, the District does hereby agree to pay the Superintendent one hundred percent (100%) of the remaining balance of the full value of the Contract, including but not limited to, the balance of salary and benefits due under the remaining terms of the Contract through the end of the term. One-half shall be paid to the Superintendent in lump sum on or before thirty (30) days from the date the majority of the Board votes to terminate. The remaining one-half shall be paid to the Superintendent after January 1 but on or before January 31 of the year following the date of termination.

## **VI.**

### **MISCELLANEOUS**

**6.1 Controlling Law.** This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Tarrant County, Texas, unless otherwise provided by law.

**6.2 Complete Agreement.** This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

**6.3 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 this Contract during the term of the Contract.

**6.4 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 provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

**6.5 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 prepaid, certified mail, return receipt requested, at the addresses contained herein.

**6.6 Board Policies.** References herein to "Board policies" include the Board's policies as they exist or may hereinafter be adopted or amended.

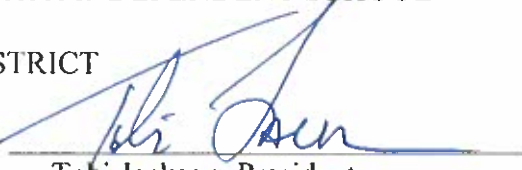
[signatures to follow]

Date: December 4, 2018

FORT WORTH INDEPENDENT SCHOOL

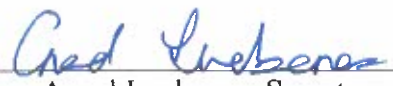
DISTRICT

By:

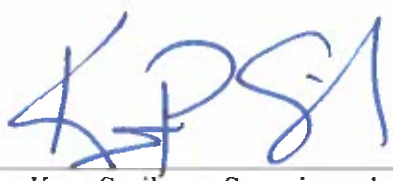
  
Tobi Jackson, President  
Board of Trustees  
100 N. University Dr., Ste. 150  
Fort Worth, Texas 76107

ATTEST:

By:

  
Anael Luebanos, Secretary  
Board of Trustees

Date: December 4, 2018

  
Dr. Kent Scribner, Superintendent  
100 N. University Dr., Ste. SW 207  
Fort Worth, Texas 76107

