
Interim Superintendent Contract

This Contract is entered into between the Board of Trustees (the "Board") of FORT WORTH INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. Patricia Linares Ph.D. (the "Interim Superintendent").

The Board and the Interim Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Interim Superintendent, beginning June 16, 2014, for a 6 month period or until the District enters into a contract with a superintendent, whichever occurs first. The Board and the Interim Superintendent ("Parties") may extend the term of this Contract by agreement on a month to month basis. Either party may terminate the employment relationship by giving the other party at least 30 days' prior written notice.
2. **Certification and Credentials.** The Interim Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. The Interim Superintendent's certificate is already on file with the District.
3. **Representations.** The Interim Superintendent shall adhere to all Board policies related to the hiring process.
4. **Duties.** The Interim Superintendent agrees to perform the duties of superintendent for the duration of this agreement, acting in an interim status. The Interim Superintendent agrees to devote 100 percent of her regular work time, skill, labor, and attention to her duties as interim superintendent during the term of this Contract.
5. **Outside Employment.** The Interim Superintendent may, with advance written approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations that do not conflict or interfere with the Interim Superintendent's professional responsibilities to the District. For any such outside employment, the Interim Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Interim Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
6. **Compensation.** The Board agrees to pay the Interim Superintendent compensation in the amount of \$1,250 per day for the entire period of this contract for a total of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00).

Contributions and Distributions. The Interim Superintendent shall receive gross amount of \$12,167.00 per month payable as salary to her, less all applicable deductions.

The District shall contribute \$12,833.00 on behalf of the Interim Superintendent monthly, consistent with the terms of this contract, as a non-elective payment by the District to the plans specified herein. The Interim Superintendent shall have no right to control the distribution of these funds.


These \$12,833.00 contributions shall be made first to a Board paid plan established under Section 457(b) of the Internal Revenue Code ("Code"). To the extent that such contribution may exceed the employer paid contribution limit under the Code for a 457(b) plan first, then the remaining contribution shall be made to a defined contribution plan established under Section 403(b) of the Code. To the extent that such contributions exceed the contribution limit under the Code for a 403(b) plan, then the remaining contributions shall be made to a plan established under 401(a) of the Code.

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

Each of these plans shall be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein as if fully set out. The funds for these 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 elected by the Interim Superintendent.

The Interim Superintendent shall be 100% vested in all deferred compensation awards made prior to the date of the termination of this contract or termination of her employment before the term of this contract ends by death or disability.

7. **Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District agrees to defend and indemnify the Interim Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against the Interim Superintendent in the Interim Superintendent's individual or official capacity as an employee and as Interim Superintendent of the District, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses, attorney's fees, arose or does arise in the future from an act or omission of the Interim Superintendent as an employee of the District, acting within the course and scope of her employment with the District; excluding any such demand, claim, suit, actions, judgments, expenses, and attorney's fees for those claims or causes of action where it is determined that Interim Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence.
8. **Benefits.** The Board shall provide benefits to the Interim 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.

- 8.1. **Vacation, Holidays, and Leave.** The Interim Superintendent shall receive 14 days vacation time for the term of this Contract. The Interim Superintendent shall also receive 4 local sick leave days and 2.5 state personal leave days for the term of the contract, holidays, and breaks observed by the District for administrators for the period of time the Interim Superintendent provides services under this Contract. *All unused vacation days shall not accrue.* 
- 8.2. **Travel Expenses.** The District shall pay or reimburse the Interim Superintendent for reasonable out-of-district travel expenses directly incurred by the Interim Superintendent for continuing performance of her duties under this agreement. Such expenses may include, but are not limited to gasoline, hotels, accommodations, meals, rental car, airline tickets, and other expenses incurred in the performance of the business of the District.
- 8.3. **Automobile Allowance.** The Board agrees to provide the Interim Superintendent with an automobile allowance in the sum of SIX HUNDRED DOLLARS (\$600) per month. This allowance is paid in lieu of mileage expense reimbursement for the Interim Superintendent's business travel to destinations in the district in her personal automobile.
- 8.4. **Business Expenses.** The District shall pay or reimburse the Interim Superintendent for reimbursable expenses incurred by her in the continuing performance of her duties under this contract as permitted by Board policy.
- 8.5. **Health and Other Insurance.** The District shall pay the premiums for hospitalization, major medical, dental and vision for the Interim Superintendent pursuant to the group health care plan provided by TRS.
- 8.6. **Memberships.** During the term of this contract, the District shall pay for the Interim Superintendent's membership in such organizations as are approved in writing by the Board.
- 8.7. **TRS Surcharge.** The District agrees to pay any TRS surcharge incurred as a result of the Interim Superintendent's employment.
9. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board. The Parties agree that "good cause" for termination of this Contract includes the District's entering into an employment contract with a superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code Chapter 21.

This Contract may be terminated by mutual agreement between the Interim Superintendent and the Board.

10. General Provisions.

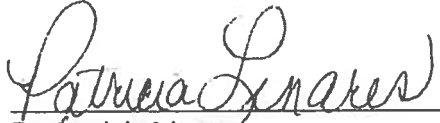
- 10.1. Amendment.** This Contract may not be amended except by written agreement of the Parties.
- 10.2. Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 10.3. Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the Parties.
- 10.4. Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim 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.
- 10.5. 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. Notices.

- 11.1. To the Interim Superintendent.** The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Superintendent written notice regarding this Contract or the Interim Superintendent's employment by hand-delivering the notice to the Interim Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Interim Superintendent's address of record.
- 11.2. To the Board.** The Board agrees that the Interim Superintendent may meet any legal obligation he or she has to give the Board written notice regarding this Contract or the Interim 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 Interim 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.

I have read this Contract and agree to abide by its terms and conditions:

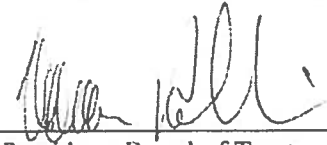
Interim Superintendent:



Dr. Patricia Linares

Date signed: 6/13/2014

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: 

President, Board of Trustees

Date signed: 6/13/2014