SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS CONTRACT ("Contract") is made and entered into this 14th day of February 2012, by and between the Board of Trustees ("Board") of the Fort Worth Independent School District ("District") and Walter Dansby ("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 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 commencing on and effective February 14, 2012, and ending on August 31, 2015. 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 submitting 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 causing 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;
 - (1) 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.

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 Activities. The Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of

the Superintendent in such organizations as he deems appropriate in the performance of his duties. 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.

- 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.
- 2.4. Professional Certification and Records. This Contract is conditioned on the Superintendent's providing a valid and appropriate certification to act as a superintendent in the public schools in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas State Board of Educator Certification. 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 misrepresentation in the records shall be grounds for termination.
- <u>2.5. Reassignment.</u> The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's 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 pay grade 14 except campus principals and assistant principals. 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 pay grade 14, 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 or assistant superintendent 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 when the Board is acting as a tribunal.

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions, regardless of the source, called to its attention to the Superintendent for study and appropriate action or recommendation. The Superintendent shall promptly investigate such matters and shall promptly inform the Board of the results or status of such matters. Individual Board member 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.

Except as permitted by law and as it relates to the performance of the Superintendent, the Board, individually and collectively, shall not discuss public business or public policy over which the Board has control with employees of the District other than the Superintendent and

other employees designated from time to time by the Superintendent, unless the Superintendent is notified in advance and agrees to such discussion. Further, except as permitted by law and as it relates to the performance of the Superintendent, the Board, individually and collectively, shall not communicate with anyone regarding an employee's employment, assignment, reassignment, salary and benefits, evaluation, or other terms and conditions of employment with any employee other than the Superintendent or his designees, unless the Superintendent is notified in advance and agrees to such discussion.

III.

COMPENSATION AND SALARY

- 3.1. Annual Base Salary. The Superintendent shall be paid an annual base salary in the sum of THREE HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$328,950.00). The full annual salary shall be paid in twelve (12) equal installments.
- 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 or as otherwise permitted by law. 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 incident 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 Six Hundred and No/100 Dollars (\$600.00) per month during the term of this Contract to provide him with a car allowance for business travel destinations within the 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 and his dependents to the same extent such premiums are paid by the District for its executive administrative employees on 12-month contracts pursuant to the group health care plan provided by the District. 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 pay the annual premium of the Superintendent's enrollment in a disability plan offering coverage for up to one (1) year's disability that is offered to District employees. The District shall add the premiums 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 or his beneficiaries more advantageous under federal tax and/or employee benefits laws.

3.6. Vacation, Holidays and Personal Leave Days. The Superintendent shall receive the same number of days of vacation and personal leave authorized by policies adopted by the Board for executive administrative employees on 12-month contracts, the days to be a single period or at difference times. The vacation days and personal leave 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.

It is agreed that the Superintendent has accrued One Hundred One (101) days in unused vacation and personal days up to the commencement date of this Contract from his prior employment with the District and shall be subject to the terminal pay provisions of Policy DEG(LOCAL). Beginning with the commencement date of this Contract, and except as limited below, all accrued but unused vacation days and personal leave days may be accrued by the Superintendent from year to year.

Upon the termination of employment of the Superintendent by death or retirement, terminal pay consistent with Board policies and state and federal law shall be paid according to

Board policy DEG(LOCAL) and Section 3.13 of this Contract. However, notwithstanding Board policy requiring retirement and at the Superintendent's option, at the termination of employment by the Superintendent by some reason other than death or retirement, unused vacation days and personal leave days accrued after commencement date of this Contract shall be limited to a maximum of thirty-three (33) days, for which the District will pay the Superintendent for those days according to the formula described in Policy DEG(LOCAL).

- 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. Physical Condition. It shall be the obligation of the Superintendent to promptly notify and keep the Board informed of any medical condition that prevents the Superintendent from discharging his duties.
- 3.9. Performance Bonus and Retention Incentive Supplement. In consideration of the Superintendent's 38 years of employment and his wealth of experience with the District and after completion of the 2012-2013 school year, and on June 30, 2013 and for each year thereafter during the term of this Contract and any extension thereof, if the Superintendent meets or exceeds the expectations on his performance review, the Superintendent shall be entitled to receive a contribution from the District in the sum of Ten Thousand and No/100 Dollars (\$10,000) to the plans specified in this Section 3.9. This contribution shall be paid annually to the Superintendent on or before July 15 of each year of this Contract, consistent with the terms of this Section 3.9. This contribution shall be made as a non-elective payment by the District to such plans and the Superintendent shall have no right to receive such contribution in cash.

These contributions shall be made first to a Board paid plan established under Section 403(b) of the Internal Revenue Code (the "Code"). To the extent that such contribution exceeds

the employer paid contribution limit under the Code for a 403(b) plan, then the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that such contribution exceeds the contribution limit under the Code for a 403(b) plan, and the Code for a 401(a) plan, then the remaining contribution shall be made to a plan established under Section 457(f) of the Code.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall be fully vested in the Superintendent provided that if the Superintendent's termination of employment with the District occurs on or after June 30, 2013.

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 by reference. The funds for the 403(b) plan and 401(a) plan 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 mutually agreeable to the Superintendent and the Board.

The plan established under Section 457(f) of the code is not intended to constitute an "eligible deferred compensation plan" under Code Section 457 ("457(f) Non Qualified Deferred Compensation Plan"). The terms of the 457(f) Non Qualified Deferred Compensation Plan are set forth in a separate document and are incorporated herein by reference. The 457(f) Non Qualified Deferred Compensation Plan is to be funded through a life insurance policy, an annuity policy, a mutual fund (registered investment account) or any combination of the three (together referred to as the "457 Funding Mechanism"). The 457 Funding Mechanism is to be mutually acceptable to the Superintendent and the Board. However, the Superintendent shall not exercise any ownership or control over the 457 Funding Mechanism and the final decision as to the investment of the funds will reside with the Board.

The Superintendent recognizes that the 457 Funding Mechanism is subject to a substantial risk of forfeiture if the terms of the 457 Non Qualified Deferred Compensation Plan are not fulfilled because the Superintendent leaves employment of the District prior to June 30, 2013 for reasons other than death, disability or termination without cause. Should the terms of the 457 Funding Plan not be fulfilled, all funds subject to forfeiture held therein shall revert to the District.

To the extent that the Superintendent recognizes compensation income under the 457(f) Non Qualified Deferred Compensation Plan, the Superintendent shall pay to the District, at such time compensation income is required to be recognized, an amount of money as the District may require to meet its obligation under applicable tax law or regulation; alternatively, if the Superintendent does not make such a payment to the District, the District is authorized to withhold from any cash remuneration or compensation then or thereafter payable to the Superintendent by the District an amount equal to any tax required to be withheld by reason of such resulting compensation income.

Notwithstanding anything to the contrary, in the event of termination of the Superintendent's employment prior to June 30, 2013, by reason of death or disability, the Superintendent shall be one hundred percent (100%) vested in all of the deferred compensation awards made prior to the date of termination of the Superintendent's employment, but the Superintendent, nor the Superintendent's estate or beneficiaries, shall be entitled to any awards to be made on a date subsequent to the termination of the Superintendent's employment.

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 insuror. 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 Memberships. The District expects and urges the Superintendent to be actively involved in community affairs and, to the extent consistent with the performance of his duties, to be involved in community activities and civic organizations. The Superintendent shall determine which organizations will provide the greatest benefit to the Superintendent and to the District, and will recommend for Board approval proposed membership in such organizations prior to joining the organizations. Upon approval by the Board, the District shall pay for the Superintendent's membership in such organizations approved by the Board.
- 3.12 Cellular Telephone Allowance. The District shall pay the Superintendent the sum of Sixty and No/100 Dollars (\$60.00) per month for a portable cellular telephone allowance in order to provide the Superintendent a portable cellular telephone with nationwide coverage for his business and personal use.
- 3.13 Terminal Pay Benefit. Terminal pay benefits shall be paid consistent with Board policies and state and federal law and Section 3.6 of this Contract.

IV.

ANNUAL PERFORMANCE GOALS

- 4.1. Development of Goals. The Superintendent shall, by July 1, of each year of this Contract, recommend for the Board's consideration and adoption a preliminary list of goals for the District. 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.
- 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 (other than April 1, 2012), with the first year appraisal being on or before April 30, 2013. 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

- <u>5.1. Mutual Agreement.</u> 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.
- <u>5.2. Retirement or Death</u>. 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) Failure to maintain an effective working relationship, or maintain good rapport with parents, community, staff or the Board; however, if such failure is due to no fault of the Superintendent, it shall not constitute good cause to terminate the Superintendent;

- (t) Falsification of required information on an employment application; or
- (u) Any other reason constituting "good cause" under Texas law, as determined by the Board.
- <u>5.4. Termination Procedure.</u> 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.

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.
- <u>6.2. Complete Agreement.</u> 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" includes the Board's policies as they exist or may hereinafter be adopted or amended.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Bv:

uan Rangel, Interim President

Board of Trustees

100 North University Drive Fort Worth, Texas 76107

Date: February 28, 2012

ATTEST:

By: Theophous J. Sims, Sr., Secretary

Board of Trustees

Date: February 28, 2012

Walter Dansby, Superintendent

1909 Cliffbrook Court Fort Worth, Texas 76112

Date: February 28, 2012