

SUPPLEMENTAL DUTIES AGREEMENT FOR
INTERIM SUPERINTENDENT

This Agreement is entered into by and between the Board of Trustees (the "Board") acting on behalf of the Fort Worth Independent School District (the "District"), and Mr. Walter D. Dansby ("Dansby" or the "Interim Superintendent").

1. TERM.

1.1 Dansby, currently a Deputy Superintendent of the District, is hereby assigned the duties of Interim Superintendent, and hereby agrees to perform the duties of Interim Superintendent, beginning effective June 13, 2011. Unless this Agreement is sooner terminated as provided for herein, the Interim Superintendent will serve in this capacity until such time as the person selected by the Board as Superintendent assumes that position.

2. EMPLOYMENT.

2.1 The Interim Superintendent shall faithfully perform the duties of Interim Superintendent for the District, as assigned by the District's Board, Board Policy, all lawful directives of the Board, state and federal law, and all laws, rules, and regulations, as they currently exist, or may hereafter be adopted or amended.

2.2 Interim Superintendent shall perform the duties of Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. Interim Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2.3 At the end of the term, should Dansby not be selected as the District's Superintendent, Dansby's duties as Interim Superintendent will cease and he will resume the duties of Deputy Superintendent under his existing contract.

3. COMPENSATION.

3.1 The District shall pay the Interim Superintendent for all contract days worked a daily rate of \$1,125.00, the parties agreeing that this daily rate is based on an annual salary of \$270,000.00 and 240 contract days per year. These wages shall be paid to the Interim Superintendent in installments consistent with the Board's policies. Standard deductions and retirement shall be deducted from payments as required by law or requested by Interim Superintendent.

3.2 The District agrees to reimburse or pay Interim Superintendent for actual and incidental costs incurred by him for reasonable expenses directly

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incurred by the Interim Superintendent in the performance of his duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by Interim Superintendent for out-of-District travel. Such costs may include, without limitation, gasoline, hotels, meals, car rental, and other expenses reasonably incurred in the performance of District business. The Interim Superintendent shall comply with all policies, procedures, and documentation requirements of the District in accordance with Board policies, practices, and regulations.

- 3.3 The Interim Superintendent shall receive compensation in the amount of \$60.00 per month during the term of this Agreement as a cell phone allowance. The Interim Superintendent shall receive compensation as a car allowance in the amount of \$583.33 per month through August 31, 2011 and then \$525.00 per month thereafter during the term of this Agreement.
- 3.4 The District shall pay reasonable professional dues for professional memberships deemed appropriate by Interim Superintendent and the Board of Trustees. The District shall also pay or reimburse Interim Superintendent for attendance at business and professional seminars, training, conventions, or other professional meetings deemed necessary and appropriate by the Board and Interim Superintendent.
- 3.5 Interim Superintendent shall receive the same benefits provided to employees of the District under existing Board policies, rules, regulations, and laws. Interim Superintendent shall retain any and all employee benefits earned up to the beginning of the term of this Agreement and shall not forfeit any such benefits, including without limitation, state and local days, earned prior to or during the term of this Agreement.

4. TERMINATION OF EMPLOYMENT CONTRACT.

- 4.1 This Agreement may be terminated at any time by the mutual agreement in writing of the Interim Superintendent and the Board, and shall be upon such terms and conditions as may be mutually agreed upon.
- 4.2 This Agreement shall be unilaterally terminated upon the resignation, retirement, incapacity or death of the Interim Superintendent. In the event that Interim Superintendent voluntarily terminates the agreement by resignation or retirement, Interim Superintendent shall give at least 30 days' written notice to the President of the Board of that decision to terminate.
- 4.3 Interim Superintendent and District agree that this Agreement is not governed by Chapter 21 of the Texas Education Code and that Interim

Superintendent has no Chapter 21 contract rights as Interim Superintendent. Interim Superintendent shall nonetheless retain all Chapter 21 contract rights under his existing contract with the District as Deputy Superintendent. The Board retains the right to unilaterally terminate this Agreement without good cause. It is further agreed that the Board shall have the right to unilaterally terminate this Agreement upon the Board's hiring and employment of a new Superintendent for the District. In the event that the Board unilaterally decides to terminate this Agreement without good cause, the Board shall provide at least five days' written notice to the Interim Superintendent of the termination. In that event, Interim Superintendent will receive his daily compensation rate and prorated share of allowances or stipends as provided in this Agreement up to the date of termination. Additionally, the District shall compensate or reimburse Interim Superintendent for any outstanding expenses arising from the terms of this Agreement prior to the termination. It is agreed by Interim Superintendent that in the event of such unilateral termination by the Board, Interim Superintendent shall not be entitled to procedural due process and shall receive only the payments specified in this section. It is further understood and agreed that the payments provided by this section will be in full satisfaction of the District's obligation under this Agreement upon such unilateral termination and Interim Superintendent will fully release and discharge the District, its trustees, employees, and agents of all claims and liabilities relating to the Interim Superintendent's employment duties or termination from those duties under this Agreement upon the tender of such payments by the District to the Interim Superintendent.

5. MISCELLANEOUS.

- 5.1 This Agreement shall be governed by the laws of the State of Texas and is fully performable in Tarrant County, Texas. Venue for any dispute arising out of this Agreement shall exclusively be in state courts in Tarrant County, Texas.
- 5.2 In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5.3 All existing agreements and terms, both verbal and written, between the parties hereto regarding the employment of Interim Superintendent have been superseded by this Agreement, and this Agreement contains and constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement. The parties acknowledge and warrant that: (1) There are no other agreements, whether oral or written,

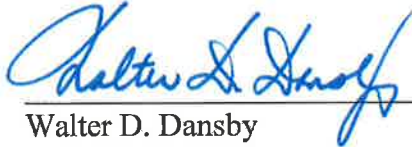
express or implied, relating to the subject matter of this Agreement; and (2) Neither party is entering into this Agreement in reliance on any promises or representations that are not contained herein. This Agreement cannot be amended except by written agreement of the parties.

- 5.4 The waiver of either party for breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any other or subsequent breach or violation.
- 5.5 The rights and interests of the Interim Superintendent under this Agreement, including the Interim Superintendent's right to receive compensation hereunder, are personal to the Interim Superintendent and may not be assigned, sold, transferred, or pledged, nor may the duties and obligations of the Interim Superintendent be delegated, except as expressly provided for in this Agreement, Board policy, or state or federal laws, unless such assignments are mutually agreed upon in writing by the District and the Interim Superintendent.
- 5.6 Captions and headings used in this Agreement are for convenience only and are not to be construed in interpreting the Agreement.
- 5.7 This Agreement may be signed and delivered in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- 5.8 To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Interim Superintendent for any claims made or occurrences in the Interim Superintendent's individual or official capacity as Interim Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' 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 legitimate course and scope of Interim Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Interim Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Interim Superintendent. The selection of Interim Superintendent's legal counsel shall be determined by

the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which right to agree to select counsel will depend on the terms of the applicable insurance contract. This provision shall not be construed to exceed the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102.

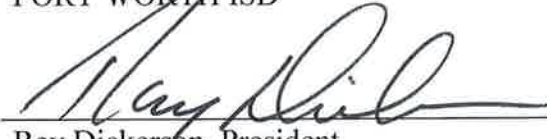
EXECUTED this 19th day of July, 2011.

INTERIM SUPERINTENDENT:




Walter D. Dansby

FORT WORTH ISD



Ray Dickerson, President
Fort Worth ISD
Board of Trustees

ATTEST:



T. A. Sims, Secretary
Fort Worth ISD
Board of Trustees