

EMPLOYMENT CONTRACT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

THIS AGREEMENT is made and entered into this the 12th day of December, 2006, by and between the Board of Education, hereinafter referred to as the "Board", of the Fort Worth Independent School District, hereinafter referred to as the "District", and Melody A. Johnson, Ph.D., hereinafter referred to as the "Superintendent".

WITNESSETH:

The Board and the Superintendent have mutually agreed to enter into the following Contract between the Board and the Superintendent for and in consideration for the mutual promises and consideration contained herein, 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 The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on November 1, 2006, and ending on June 30, 2009. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate the Contract to a term permitted by State law at any time hereafter. This agreement creates no property interest of any kind beyond the period of time stated in this Contract.

II.

EMPLOYMENT

2.1. Duties. The Superintendent shall be the chief executive officer and educational leader of the District and shall administer the School District in accordance with the Board's policies. The Superintendent shall perform those duties which are required by State law and other duties as prescribed by the Board's policies and this Contract. Specifically, it shall be the duty of the Superintendent to recommend employment of personnel for the District subject to Board policies and State and Federal law. It shall further be the duty of the Superintendent to organize, reorganize and arrange the staff of the District subject to Board policies and State and Federal law; and to develop and establish administrative regulations, rules and procedures which the Superintendent deems necessary for the efficient and effective operation of the District and which are consistent with the Board policies and State and Federal law. Without limiting the foregoing and in accordance with Sections 11.201 and 11.163, 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, 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.

2.2 Board Meetings. The Superintendent (or, with Board approval, the Superintendent's designee) shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those closed meetings devoted to: the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary and benefits as set forth in this Contract and/or the Superintendent's evaluation; when the Board is acting in its capacity as a tribunal and the Superintendent and/or the administration is a party in the matter before the Board; or where the Board by majority vote in open session chooses to meet in closed session without the Superintendent.

2.3 Board Committee Meetings. The Superintendent or the Superintendent's designee shall attend all Board Committee Meetings, Board-authorized and approved citizen committee meetings, and further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested.

2.4 Criticisms, Suggestions, Requests for Information. Pursuant to the duties established herein, the Board, individually and collectively, shall promptly refer all criticisms; complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action and the Superintendent shall promptly investigate such matters and promptly inform the Board, collectively, of the results of such efforts. Individual Board members will direct all inquiries and requests for information to the Superintendent, and 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 an 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 the preparation of reports shall be by Board directive.

2.5 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency.

2.6 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 does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings

brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as the 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 Superintendent as an employee of the District, acting within the course and scope of 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 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 Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

2.7 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

III.

COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of \$315,000.00. The full annual salary shall be paid in twelve equal installments, except for the 2006-2007 contract year only, during which the Superintendent has already received four installments of \$25,000.00 (for July through October, 2006). For the balance of the 2006-2007 contract year, the Superintendent shall receive eight installments of \$26,875.00 for the months November, 2006 through June, 2007. A "contract year" or "school year" shall run from July 1 of each calendar year through June 30 of the following calendar year and shall consist of 240 contract days.

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, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 and, where applicable, Section 5.4 of this Contract. 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.

IV.

ANNUAL PERFORMANCE GOALS

4.1 Annual Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals as mutually agreed upon. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board.

4.2 Performance Criteria. The goals developed by the Superintendent and approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in implementing these goals.

V.

REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives approved by the Board for the year of evaluation.

5.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive session unless a public hearing is requested by the Superintendent, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information, as provided by law.

5.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, in consultation with the Superintendent, and in accordance with Article V of this Contract, the Board's policies, and state and federal law. In the event the Board, after consulting with the Superintendent, deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5.4 After completion of the 2005-06 school year (August 31, 2006) and for each year thereafter, including the terminal year of this Contract or any extension thereof, if the Superintendent meets or exceeds expectations on her performance review, the Superintendent shall be entitled to receive a payment from the District equal in amount to the cost to the Superintendent of purchasing from the Texas Teacher Retirement System one year of creditable service under Tex. Government Code Chapter 823, Subchapter E. Such amount shall be payable into a qualified

annuity or other retirement plan of the Superintendent's designation and shall be payable not later than December 31 following the close of the applicable school year.

VI.

RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Renewal. Following the yearly evaluation of the Superintendent or at other times in the Board's discretion, the Board may consider renewal of the Superintendent's Contract.

6.2 Nonrenewal. The Board shall notify the Superintendent in writing on or before the 30th day prior to the last day of the last year of this Contract if this Contract is being considered for nonrenewal under the terms of the Texas Education Code, Chapter 21, Subchapter E.

6.3 Nonrenewal Procedure. In the event the Board proposes to not renew this Contract, the Superintendent shall be afforded all applicable rights as set forth in the Board's policies and State and Federal law.

VII.

TERMINATION OF EMPLOYMENT CONTRACT

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

7.2 Retirement, Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Resignation. The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of any school year without penalty, provided the Superintendent submits a resignation in writing to the Board forty-five (45) days prior to the first day of instruction of the following school year, or upon such other notice of resignation which the Board chooses, at its option, to accept. Upon the acceptance of such written resignation by the Board, the representative rights, duties and obligations stated herein shall terminate.

7.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause. For the purposes of this Contract, the term "good cause" shall be defined as follows:

- (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 or failure of the District to make measurable progress towards the goals stated in the District improvement plan; 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, inefficiency or failure;

- (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) The possession, use, or being under the influence of alcoholic beverages while on District property, or drunkenness or excessive use of alcoholic beverages at any time;
- (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 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, the 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.

7.5 Termination Procedure. In the event that the Board terminates this Contract, the Superintendent shall be afforded all the rights as set forth in the Board's policies and State and Federal law.

VIII.

BENEFITS

8.1 Expenses. The District shall pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract as approved by the Board. The District agrees to pay the actual and incidental costs incurred by the Superintendent for the reasons of district-related travel (including, but not limited to, gasoline, hotels and accommodations, meals, and rental car), and other expenses incurred in the performance of the business of the District. Reimbursement for all such expenses shall be in accordance with the District's travel reimbursement procedures save only that the Superintendent shall not be required to obtain prior approval to travel. In those instances where the Superintendent intends to travel out of state on District business, the Superintendent shall notify the Board of the Superintendent's itinerary.

8.2 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 twelve-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 same extent those programs are made available to District executive administrative employees on twelve-month contracts. The District shall pay the annual premium of the Superintendent's enrollment in a disability plan offering coverage for up to one year's disability that is offered to District employees.

8.3 Vacations, Holidays, Sick Leave. The Superintendent shall receive the same number of days of vacation authorized by policies adopted by the Board for executive administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Unused vacation days may be accrued by the Superintendent from year to year up to a maximum of 33 days; any accrued but unused vacation days in excess of 33 days will be lost at the end of each school year. The Superintendent shall observe the same legal holidays as provided by Board policies for executive administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave days as authorized by Board policies for executive administrative employees on twelve-month contracts.

8.4 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 and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars and courses by public or private institutions or by educational associations, as well as the participation in the 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 District shall permit a

reasonable amount of release time for the Superintendent, as the Superintendent and 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 which the Superintendent and Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

8.5 Memberships. The District expects and urges the Superintendent to be actively involved in community affairs and, to the extent consistent with the performance of her 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 submit 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.

8.6 Automobile. Due to the nature of the responsibilities and duties of the Superintendent as the chief administrator and executive officer of the District, the District shall provide the Superintendent with an allowance for all expenses related to her automobile for business travel to destinations within the Metroplex in the sum of \$600.00 per month.

IX.

PHYSICAL CONDITION

9.1 It shall be the obligation of the Superintendent to inform the Board of any medical condition that prevents the Superintendent from discharging her required duties.

X.

OUTSIDE EMPLOYMENT

10.1 Outside Employment. Any outside employment of or the performance of any consulting services by the Superintendent shall require prior Board approval.

XI.

MISCELLANEOUS

11.1 Controlling Law. The Contract shall be governed by the laws of the State of Texas and shall be performable in Fort Worth, Tarrant County, Texas. Venue for any legal action arising under this agreement shall be in a court of competent jurisdiction in Tarrant County, Texas, unless state or federal law require a different venue.

11.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

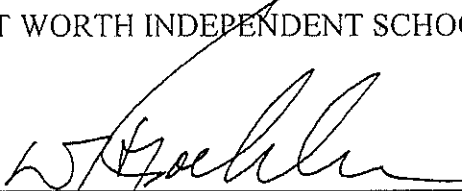
11.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

11.4 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

EXECUTED on this 12th day of December, 2006.

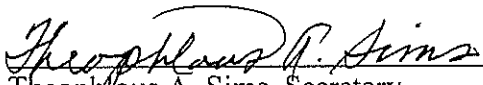
FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:



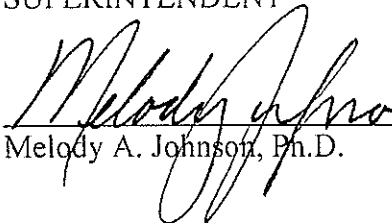
William H. Koehler,
President, Board of Education
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

ATTEST:



Theophylous A. Sims, Secretary

SUPERINTENDENT



Melody A. Johnson, Ph.D.

251394