

## **SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS CONTRACT ("Contract") is made and entered into on this 11<sup>th</sup> day of March 2025 by and between the Board of Trustees ("Board") of the Fort Worth Independent School District ("District") and Dr. Karen C. Molinar ("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 commencing on and effective March 11, 2025, and ending on June 30, 2028. 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.

**1.2 Term Extension.** On February 1st of each year, this Contract shall extend for an additional twelve (12) months in the event the Superintendent receives a minimum performance appraisal that is rated “Accomplished” or “Distinguished”, unless the Board provides written notice no later than January 1<sup>st</sup> of each year of its intent not to extend the Contract or within 10 days of the board meeting when the Superintendent’s evaluation is acted on, whichever is later. Any other extension of the term under this Section 1.2 shall be with the written agreement of the

Superintendent and shall not exceed five (5) years as permitted by state law. The President of the Board shall notify the Superintendent in writing promptly after such meeting as to the action taken at such meeting, provided a contract extension is considered by the Board.

**1.3 Term Adjustments.** At any time during the term of this Contract, the Board may in its discretion, review and adjust the Contract term, but in no event shall the Contract be for a term less than term set forth pursuant to Subsection 1.1 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.

**1.4 No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

## **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 and the Internal Auditor;

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

(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 administer the budget;

(g) Prepare recommendations for policies to be adopted by the Board of Trustees and oversee 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 her 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 professional organizations and 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 her duties as Superintendent, and she uses accrued but unused vacation days or personal leave days. 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 Superintendent shall, 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 State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

**2.5 Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

**2.6 Employment of Staff.** In accordance with Section 11.201 and 11.1513, of the 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:

**2.6.1** Determine the organizational structure, assignment, and reassignment of the members of the District's central administrative staff;

**2.6.2** Determine the assignment and reassignment of all campus principals and assistant principals;

**2.6.3** 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;

**2.6.4** Employ, terminate, or non-renew 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. This paragraph shall not supersede local board policy.

**2.7 Board Meetings and Relations.** The Superintendent, or her 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 to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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 Board policies. Substantive complaints include, without limitation, allegations of wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

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 the 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 Base Salary.** The Superintendent shall be paid an initial base salary in the sum of THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$360,000.00). During this Contract, and any extension thereof, the Superintendent shall receive an increase in salary equal to the Board approved raise for administrative employees on twelve-month contracts. The initial base salary and all increases thereto under this section shall be paid in 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, 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. The Superintendent shall be entitled to all applicable supplements approved by the Board for professional personnel in addition to any other supplements/benefits specifically authorized by the Board for the Superintendent.

**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.

**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 her 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. The District shall compensate/reimburse the Superintendent for all travel outside the Metroplex in accordance with Section 3.3 of this Contract.

**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 twelve-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 twelve-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 her more advantageous under federal tax and/or employee benefits laws. In addition, the District shall provide the Superintendent with a monthly stipend in the sum of \$1,000, which the Superintendent may use at her sole discretion to purchase any or all of the following products: additional individual or family health or dental insurance, disability insurance, life insurance, annuities or other

retirement savings or investments. Selection and management of investments and insurance products shall be at the sole discretion of the Superintendent.

**3.6 Local Personal, Holidays, Personal Business Days, Personal Leave and Holidays.** The Superintendent shall receive twenty (20) local personal days accordance with Board policy for each year during the term of this Contract, the days to be taken in a single period or at different times. The local personal 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. At the end of each fiscal year during the Term of this Contract (June 30th), the District shall pay in a lump sum to the Superintendent all accrued but local personal days, up to an annual maximum of fifteen (15) local personal days at the Superintendent's daily rate of pay. The "daily rate" for determining this payment shall be calculated by adding the Superintendent's salary in Section 3.1 or with adjustments thereto in Section 3.2 with the amount paid into TRS on behalf of the Superintendent in Section 3.14 and dividing that amount by 239. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent all accrued but unused local personal days at the Superintendent's "daily rate" of pay as outlined above, 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, the days to be taken in a single period or at different times.

**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, the days to be taken in a single period or at different times.

**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 president regarding the Superintendent's fitness to perform the essential functions of the job.

The Board President may share the confidential reports with the full board in closed session with the Superintendent's consent, which consent will not be unreasonably withheld. These reports shall be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

**3.09 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 her duties as Superintendent of the District, to the fullest extent permitted by law, except as provided in this Section 3.09. 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 3.09 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 3.09.

(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 3.09, then the Superintendent may elect to be represented in such proceeding by independent counsel subject to the approval of the Board and the District's insurer. In such an event, the District will pay or advance the attorney's fees, expenses, and costs, which are reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 3.09, pursuant to the terms of the District's insurance contract.

(d) During the term of this Contract, including extensions thereof, 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) After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action, or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment

with the District, at no additional expense to the District other than reimbursement to the Superintendent for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at her “daily rate” of pay as outlined in Section 3.6. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance.

(f) The provisions of this Section 3.09 shall survive the termination of this Contract.

**3.10 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 her 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 her 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.

**3.11 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 with personal communication devices (cell phone, PDA, etc.) for her business and personal use. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein. The Superintendent understands that information stored in her cell phone, computer, or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer, or other device, whether such device is owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

**3.12 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 initial base salary of \$360,000 as outlined in Section 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.

**3.13 Long-Term Service Incentive.** As a reward for successful, long-term service to the District, and as an inducement to continue in that service, the District shall deposit the sum of

Thirty-Three Thousand Three Hundred Thirty-Four and No/100 (\$33,334.00) Dollars per year into a deferred compensation plan selected by the Superintendent starting on July 1, 2025, for a period of three years. If the Superintendent is still employed by the District on June 30, 2028, the annuity, any earnings thereon and its ownership shall be transferred into the name of the Superintendent. However, the Superintendent shall become vested in the account at the rate of 33.34% per year so that at the end of the third year the Superintendent shall have 100% ownership of the account. The vesting period will begin on July 1, 2025. Any unvested funds in the account will revert to the District if the Superintendent ceases to be employed in the capacity of Superintendent before June 30, 2028.

**3.14 Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care Fund parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for the purposes of TRS, to the extent permitted by TRS. The Superintendent is responsible for all applicable taxes on this supplement.

**3.15 Residence in the District.** The Superintendent, while employed as the Superintendent, will reside in the District during the term of this Contract, including any extensions thereof.

## IV.

### **ANNUAL PERFORMANCE GOALS**

**4.1. Development of Goals.** The Board and Superintendent shall work collaboratively to develop student outcome goals and constraints and other goals for the District consistent with Board Policies. The Superintendent shall submit to the Board a preliminary list of goals and targets for the District on a date mutually agreeable by the Board and the Superintendent and annually thereafter for the Board's consideration and adoption. The goals and targets approved by the Board shall always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. Once the board has adopted the District Goals including 3-5-year student outcome goals and constraints, the Superintendent shall develop appropriate goal progress measures and constraint progress measures for use in monthly progress monitoring sessions with the Board. The District Goals approved by the Board shall be specific, definitive, and measurable, to the extent feasible. 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 October 31<sup>st</sup> of each year of this Contract starting with the first evaluation on or before October 31, 2025. 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 shall be based on the District's progress towards accomplishing the District Goals.

**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 evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. If the Board 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided with a reasonable period 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, which 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.** If 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 Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

**5.7 Severance Limitation.** In the event that the Superintendent's employment is terminated, whether by resignation, mutual agreement, or action of the Board, any severance payment or payout shall not exceed an amount equal to one (1) year of the Superintendent's annual salary and benefits, excluding the automobile allowance, technology allowance, health benefits, and any long-term incentive that has not yet vested. This limitation applies to any form of compensation, including but not limited to salary continuation, lump sum payments, and benefits. Any severance payment shall be made in compliance with applicable state and federal laws.

## **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 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.

**6.7 Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term covered by this Contract 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.

**6.8 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.

**6.9 Authority.** The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on March 11, 2025.

*[signatures to follow]*

Date: \_

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

By: Roxanne Martinez  
Roxanne Martinez, President  
Board of Trustees  
7060 Camp Bowie Blvd.  
Fort Worth, TX 76116

ATTEST:

By: Anael Luebanos  
Anael Luebanos, Secretary  
Board of Trustees

Date: 3-14-2025

Dr. Karen C. Molinar  
Dr. Karen C. Molinar  
7060 Camp Bowie Blvd.  
Fort Worth, TX 76116