

**MANSFIELD INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the MANSFIELD INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TIFFANIE SPENCER (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections 11.201 and 21.201, *et seq.*, of the Texas Education Code, 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 of approximately three (3) years, commencing on February 28, 2026, and ending on June 30, 2029. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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

II. Employment.

2.1 **Duties.** The Superintendent is the chief administrator and executive officer of the District and shall faithfully perform the duties of the Superintendent of Schools for the District, as prescribed in state law, the job description and as may be lawfully assigned by the Board, and shall administer the District in accordance with all lawful Board directives, policies, rules, and regulations and state and federal law, as they exist or may hereinafter be amended or adopted. As such, the Superintendent shall assign the administrative and supervisory staff in the manner that, in her judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and her staff, subject to the approval of the Board. Except as provided in this Contract, the Superintendent agrees to devote her full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent.

2.2 **Professional Certification and Records.** The Superintendent shall at all times during the term of this Contract, and any renewal thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency and any other certificates required by law. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be assigned from the position of superintendent to another position in the District except by mutual written agreement of the Board and Superintendent.

III. Representations. The Superintendent makes the following representations:

3.1 Beginning of Contract. At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

3.2 During Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the period specified in Board policy.

3.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

IV. Compensation and Benefits.

4.1 Salary. The District shall pay the Superintendent an annual salary of THREE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$315,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

4.1.1 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 in Section 4.1 of this Contract.

If a teacher salary increase is approved from the school district for the '26-27 school year, the superintendent will receive a percentage increase to her base salary commensurate up to the teacher midpoint percentage increase. This salary increase will not exceed 2.5% of her current base salary, and this increase will become effective retroactively to May 21, 2026.

4.2 Benefits. The District shall provide benefits to the Superintendent as provided to other District employees by state law and Board policies. The Board reserves the right

to amend its policies at any time during the term of this Contract to reduce or increase the benefits, not expressly provided herein, at the Board's sole discretion.

4.3 Expense Benefits for Travel Outside of District. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay reasonable actual and incidental costs necessarily incurred by the Superintendent for travel outside of the District; such costs may include, but are not limited to gasoline, 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 procedures and documentation requirements in accordance with Board and District policies.

4.4 Supplemental Retirement Plan—Employee Deferral. Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of thirty-five percent (35%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age-based catch-up provisions, if applicable ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his/her discretion. The Superintendent shall always be 100% vested in his/her account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

4.5 Retirement Benefit. Per District past practice for administrators, upon retirement from the Mansfield Independent School District, the Superintendent will be paid her daily rate of pay for all accumulated state and local days, not to exceed a maximum cap of 65 days.

4.6 Supplemental Retirement Plan—Employer Paid. Beginning on or before December 31, 2026, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 31% of the contribution limit for employer contributions to a 403(b) plan and a 401(a) plan under Section 415(c) of the Internal

Revenue Code (the "Code"), as indexed each year, less the maximum voluntary salary reduction contributions permitted by the Internal Revenue Code (the "Code") for a 403(b) plan. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this section shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that the remaining contribution exceeds the contribution limit for the 401(a) plan, then the Superintendent shall have the right to elect to receive the funds as cash or as an elective deferral to a 403(b) or 457(b) plan.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

4.7 Business Expenses. The District shall pay the Superintendent FIFTEEN THOUSAND DOLLARS PER YEAR (\$15,000.00) per year for discretionary District business expenses that may be incurred by the Superintendent in the performance of her duties but that are not directly reimbursed by the District, e.g., meal and event expenses for gatherings with Board members, employees, business contacts and others who have a relationship with the District.

4.8 Insurance Benefits. Upon request by the Superintendent, the District shall pay the premiums for hospitalization and major medical insurance plus Gap coverage for the Superintendent and eligible members of her family, pursuant to the group health care plan(s) selected by the Superintendent from the plans provided by the District for its administrative employees, as well as the premiums for dental insurance coverage for the Superintendent and all eligible members of her family, in accordance with the Dental care plan(s) the District provides for its District employees, as long as all District employees may obtain group dental insurance; Additionally, upon request, the District shall pay the premiums for basic disability insurance for the Superintendent in accordance with the disability plan provided its District employees, as well as Cancer and Critical Illness insurance in accordance with any Cancer and Critical Illness insurance plan provided to District employees.

4.9 Vacation, Holidays, and Leave Benefits. The Superintendent may take, at the Superintendent's choice, the greater of (i) fifteen (15) days of vacation annually or (ii)

the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken 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 not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. On or before the end of each year of the term of this Contract, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days, up to a maximum of 10 days annually, at the Superintendent's daily rate of pay as of the payment date. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any remaining accrued but unused vacation days, up to a maximum of 50 days, at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. 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.

4.10 Professional Growth Benefits. 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 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 up to 5 days of release time per year for the Superintendent to attend such seminars, course(s), or meetings. The Board may, at the Superintendent's request, approve additional professional development leave that is mutually acceptable to the Superintendent and the Board. 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 necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance and/or membership.

4.11 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.

4.12 Technology. The District shall provide the Superintendent use of a laptop computer for the Superintendent's professional and personal use. Upon termination of this contract, the Superintendent shall be required to return such computer to the District. The District shall provide the Superintendent with other technology devices for the Superintendent's professional and personal use, consistent with Board policy and District practices. 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 owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information 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.

4.13 Teacher Retirement System of Texas. 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 salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable but shall not be limited by Internal Revenue Code (IRC) §401(a)(17)(A). In other words, for purposes of calculating the amount of supplemental salary under this section, the supplemental salary shall be calculated as if the Superintendent entered the TRS System prior to September 1, 1996. 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 purposes of TRS, to the extent permitted by TRS.

4.14 Insurance – Life. During the term of this Contract, the District shall reimburse the Superintendent for the cost of the annual premiums toward the purchase of a term life insurance policy or similar life insurance policy having an aggregate face amount of THREE TIMES THE AMOUNT of the Superintendent's annual salary. 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.

V. Superintendent Evaluation, Board Meetings, Complaints, Indemnification, Outside Employment, and Residence.

5.1 Superintendent Evaluation.

5.1.1 Development of Goals. At a time to be determined by the Board,

the Superintendent shall work with the Board to develop annual Student Outcome Goals. When the Student Outcome Goals are adopted, they shall become the goals for the District and Superintendent. Superintendent performance is considered indistinguishable from school system performance. Thus, the Superintendent's annual evaluation is simply the combination of all monthly monitoring reports according to the monitoring calendar. The goals, along with the Board adopted Superintendent constraints, shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. 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. The goals approved by the Board shall at all times be reduced to writing ("District Goals") 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 achieving the District Goals.

5.1.2 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each contract year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent, as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

5.1.3 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session of the Board and shall be considered confidential. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.1.4 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that 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. In the event 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 a reasonable period of time to demonstrate such expected performance before being evaluated.

5.2 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

5.3 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention, by employees, students or members of the public, 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 possible 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 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.

5.4 Indemnification. The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, settlements, duties, actions or other legal and/or administrative 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 Agreement. This indemnity and hold harmless obligation of the District includes payment of all reasonable attorney's fees and all related costs incurred by the Superintendent in defense of any action except as otherwise set forth below. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal/administrative proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by the Board (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's legal rights; (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct. This indemnity also excludes 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 District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. The District's obligation under this paragraph shall survive termination of this Contract.

To the extent permitted by law, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties,

actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii); to have engaged in criminal conduct.

If the Superintendent admits in writing or under oath, or is found by the Board (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.

The District and the Superintendent shall mutually select the Superintendent's legal counsel for any covered claim by agreement if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. 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) regarding any action, then the Superintendent may elect to be represented in such proceeding by independent counsel. The Board shall not be required to pay any costs of any legal/administrative proceedings in the event the Board/District and Superintendent are adverse parties to each other in any such proceedings.

During the term of this Contract, the Superintendent agrees to provide full 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, regardless of whether the Superintendent continues to be named as a party. Contingent on the Superintendent providing such full cooperation, the District shall reimburse the Superintendent reasonable, related expenses, including travel and lodging expenses.

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 his/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, calculated by dividing the Superintendent's salary under the Contract by 226. 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. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not interfering with the Superintendent's then-current employment.

No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent in any action, or for any other obligation.

5.5 Outside Employment. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

5.6 Residence. The Superintendent shall maintain a residence within the geographical boundaries of the District while serving as Superintendent.

VI. Termination, Nonrenewal, Suspension, Resignation of Contract.

6.1 Non-Renewal. The Board may non-renew this Contract in conformance with the terms of Subchapter E, §21.201, *et. seq.*, Texas Education Code. In the event the Board does not renew this Contract, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

6.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause, as defined in Section 6.5 and determined by the Board.

6.3 Termination by Mutual Agreement. This Contract may 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.

6.4 Termination by Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.5 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent her in any such manner, she shall pay the costs thereof. The term "good cause" is defined as follows:

6.5.1 Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

6.5.2 Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication;

6.5.3 Insubordination or failure to comply with lawful written Board directives;

6.5.4 Failure to comply with the Board's policies or the District's administrative regulations;

6.5.5 Neglect of duties;

6.5.6 Drunkenness or current excessive use of alcoholic beverages;

6.5.7 Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

6.5.8 Conviction of a felony or crime involving moral turpitude;

6.5.9 Failure to meet the District's standards of professional conduct;

6.5.10 Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

6.5.11 Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

6.5.12 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;

6.5.13 Assault on a Board member, employee, or student;

6.5.14 Knowingly falsifying records or documents related to the District's activities;

6.5.15 Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

6.5.16 Failure to maintain or fulfill requirements for Superintendent certification;

6.5.17 Failure to fulfill the requirements of a deficiency plan under an Emergency permit; or

6.5.18 Any other reason constituting "good cause" under Texas Law.

VII. Physical Condition.

7.1 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. The physician shall submit a confidential statement to the Board certifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in an envelope marked "PERSONAL AND CONFIDENTIAL FOR BOARD'S EYES ONLY" in the Superintendent's confidential medical file and maintained as confidential medical records to the extent permitted by law.

7.2 Disability. Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of unpaid leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's essential duties impossible with or without a reasonable accommodation, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties and obligations herein stated shall terminate.

VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Tarrant County, Texas, unless otherwise provided by law.

8.2 Complete Contract. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the parties, except as expressly provided herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term stated herein 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.

8.3 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 pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

8.4 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 the Board's policies or any such permissive law during the term of the Contract.

8.5 Legal Representation: Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

8.6 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.

8.7 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

8.8 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.

8.9 Notices.

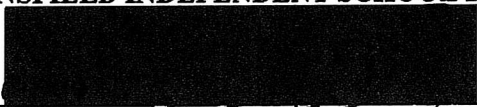
To Superintendent: The Superintendent agrees to keep a current address on file with the District's Human Resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

8.10 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 February 24, 2026.

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after February 24, 2026

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

Executed this February __, 2026.

SUPERINTENDENT

By: 
Dr. Tiffanie Spencer

Executed this February 24, 2026.