

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

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COUNTY OF TARRANT

THIS CONTRACT ("Contract") is made and entered into on this ____ day of May, 2026, by and between the Board of Trustees ("Board") of the Fort Worth Independent School District ("District") and Dr. Peter B. Licata, Ph.D. ("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 24, 2026, and ending on June 30, 2030. 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 1st 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. 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.

1.4 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) 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 state law, Board policy, and 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 his 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 (including TEC § 11.006), provided that these activities do not interfere with the performance of his duties as Superintendent, and he 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.

2.4 Professional Certification and Records. The Board and District do hereby acknowledge that the Superintendent, as of the signing of this Contract, is not currently certified as a superintendent in Texas. The Superintendent is currently pursuing a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification and all other certificates required by law. Pending the issuance of said certificate, the District has obtained a waiver from the Texas Commissioner of Education for the Superintendent to act as a superintendent in accordance with Sections 7.056 and 21.003 of the Texas Education Code. Within the time period of the superintendent certification waiver granted by Commissioner of Education, the Superintendent shall complete the requirements necessary for standard certification and provide proof of standard certification to the District. Subject to this paragraph, this Contract, including any renewal or extension thereof, is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification.

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. 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, 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 his designee, shall have the duty to attend all meetings of the Board and all Board committee meetings, both open and

closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent employment, or 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 interest 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). Annually on July 1st during this Contract and any extension thereof, beginning July 1, 2027, the Superintendent shall receive an increase in salary equal to the highest percentage raise given to the District's teachers. 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. Beginning June 1, 2026, 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 him 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 total premiums for hospitalization, major medical, dental, vision insurance coverage for the Superintendent, his spouse, and any family members who would qualify for such coverage. 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 his more advantageous under federal tax and/or employee benefits laws. In the alternative, the District shall provide the Superintendent with an annual stipend of Ten Thousand Dollars (\$10,000.00) in the event the Superintendent elects to waive District-provided health insurance at his sole discretion to purchase any or all of the following products: additional individual or family health, vision or dental insurance.

3.6 Vacation, Holidays and Personal Leave and Holidays. The Superintendent shall receive thirty (30) vacation days for each year during the term of this Contract, 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. On or before 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 unused vacation days at the Superintendent's daily rate of pay. The "daily rate" for determining this payment shall be calculated by dividing the sum of the Superintendent's compensation in Sections 3.1 (as modified by Section 3.2), 3.14, and 3.16 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 remaining accrued but unused vacation 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 selected by 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 his 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 his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his 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 his "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 his 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 his 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 Three Hundred and No/100 Dollars (\$300.00) per month allowance in order to provide the Superintendent with personal communication devices (cell phone, PDA, etc.) for his 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 his 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 his 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 reimburse the Superintendent for the cost of 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 TRS Service Purchase—Employer Paid Supplemental Retirement Plan.

3.13.1 In order to provide an incentive for the Superintendent to remain with the District and also to assist him in purchasing out of state years with the Teacher Retirement System of Texas (“TRS”), on or before June 30th of each of the first four (4) years of this Contract (2026, 2027, 2028 and 2029), the District shall contribute to the Supplemental Retirement Plan an amount equal to 100% 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. Contributions to the 403(b) plan shall also include the age-based catch up amount as permitted by Code Section 414(v). If the Contract is terminated for any reason—except for a resignation pursuant to section 5.6 of this Contract—prior to June 30th 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, and shall make any remaining unpaid contributions required by this section as post-employment 403(b) contributions until fully paid; provided that any remaining payments required by this section that are in excess of the 5-year post-employment 403(b) limits shall be made as a cash payment to the Superintendent, grossed up for taxes at his then ordinary income tax rate.

3.13.2 The Supplemental Retirement Plan in this section shall consist of an employer paid 403(b) 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 and the age-based catch-up contribution as described herein 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.

3.13.3 Each plan under this section shall provide that the contributions made to the plan and all earnings thereon shall be zero percent (0%) vested until June 30, 2030, at which time the contributions and all earnings in the Supplemental Retirement Plan shall become 100% vested with the Superintendent. If this Contract is terminated for any reason, except for a resignation pursuant to section 5.6, then the vesting shall accelerate and the Superintendent shall immediately become 100% vested in the balance (including all contributions and earnings thereon) in the Supplemental Retirement Plan under this section upon the date of such termination. 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.

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 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 the purposes of TRS, to the extent permitted by TRS. The Superintendent is responsible for all applicable taxes on this supplement.

3.15 [Intentionally left blank].

3.16 Supplemental Retirement Plan—Employee Deferral.

3.16.1 **March 24, 2026 through December 31, 2029.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of one hundred percent (100%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 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 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 Section 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 account under the 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.

3.16.2 **Beginning January 1, 2030.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of one hundred percent (100%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) Plan 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 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 Section 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 account under the 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.

3.17 **Bonuses.** In addition to the compensation set forth in this Contract, the District, at the Board's sole discretion, may also, but is not required to, pay the Superintendent discretionary annual performance or retention bonuses. The amount of such discretionary annual bonuses, if any, shall be determined at the Board's sole discretion and shall be based upon such factors as the Board may deem appropriate. If awarded, the discretionary annual bonuses for the performance shall be paid to the Superintendent on or before June 30th of the year in which bonuses are awarded. It is the intention of the parties to develop the structure and criteria for performance incentives, which will be incorporated into the Contract at a future date once additional data is available.

3.18 **Longevity Pay.** To encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent for reaching annual longevity. Provided the Superintendent is still actively employed on each milestone date of March 24th of each year of this Contract, the District shall pay, the Superintendent, as additional compensation for longevity, an amount equal to ten percent (10%) of the Superintendent's annual salary ("Longevity Pay") as stated in Paragraph 3.1, beginning March 24, 2026. This Longevity Pay shall be annualized, and paid to the Superintendent by regular payroll installments for twelve months beginning on March 24th of the year in which the milestone is achieved, beginning March 24, 2026. The additional compensation described in this section 3.18 shall be paid to the Superintendent in regular monthly payroll installments, shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21.(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.19 **Salary Performance Incentive Plan.** In collaboration with the Superintendent, the Board shall establish and adopt, no later than November 30th of each year during the term of this Contract or any extension thereof, up to five (5) priorities for which the Superintendent may qualify to receive a Salary Performance Incentive. The Board may adopt more than seven priorities for a year with the

agreement of the Superintendent, in accordance with a written addendum to this Contract. These priorities shall be aligned with the student performance goals and annual improvement objectives adopted by the Board. These student performance goals may be different from the District Goals adopted in accordance with Section 4.1 of this Contract, as determined by the Board. The Board may include additional priorities in a year, based on the circumstances for that year as determined by the Board. The priorities shall be objectively measurable with specific performance results. It is the intent of the parties that the performance results shall be "stretch" measures, and will be challenging but attainable outcomes for the District. For each specific performance result that the District meets or exceeds, the Superintendent shall receive a sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (a "Salary Performance Incentive"). The number of priorities for a given year is not guaranteed, and the Superintendent does not have an entitlement to a Salary Performance Incentive for a specific number of priorities in a given year. Rather, the Superintendent has an opportunity to qualify for a Salary Performance Incentive of \$20,000.00 times the number of priorities adopted by the Board for a year. The Salary Performance Incentive shall be calculated and paid no later than November 30th of the next calendar year. As an example, the priorities for the 2026-2027 year for which the Superintendent may qualify and receive a Salary Performance Incentive shall be adopted by the Board no later than November 30, 2026, and the Salary Performance Incentive for the 2026-2027 school year shall be calculated and paid to the Superintendent no later than November 30, 2027. Even though the Salary Performance Incentive for the 29-30 school year may be calculated after the end of this Contract, the Superintendent may qualify for and receive the Salary Performance Incentive based on the Board's priorities and the District's accomplishments for the 2029-2030 school year.

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 31st of each year of this Contract starting with the first evaluation on or before October 31, 2026. 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;
- (t) 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.

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 May 19, 2026.

[signature page follows]

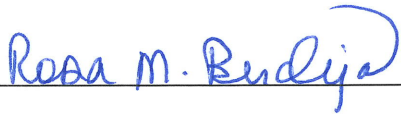
Date: 05/19/2026

FORT WORTH INDEPENDENT SCHOOL
DISTRICT



Pete Geren, Board President
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

ATTEST:



Rosa Berdeja, Board Secretary

SUPERINTENDENT OF SCHOOLS



Dr. Peter B. Licata

Executed this 19th day of May, 2026.