

TERM CONTRACT

Date given Employee 5/4/20

Date returned by Employee 5/4/2020

1. Position. The District agrees to employ COURTNEY CH'NAE CARPENTER as a *Certified Administrator*.

2. Term. You will be employed on a 12-month basis for the 2020-2021 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.

3. Credentials and Criminal History Review.

3.1 Certification and Licensure Requirement. You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.

3.2 Criminal History Review. As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.

4. Representations.

4.1 Beginning of Contract. You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL).

4.2 During Contract. You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.

4.3 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. Duties.

5.1 General Standard. You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 Rules. You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 Assignment/Reassignment. You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 Supplemental Duty. A supplemental duty is a duty not included in the position that is named in paragraph 1 of this Contract. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 Salary. The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your position, regardless of the actual number of hours or days

(including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

6.2 Furloughs. If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 Annualized Salary. Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 Incentive and Performance Pay. If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

6.5 Overpayments. You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 Addenda. This Contract does/does not include one or more Addenda, as follows:

(1) Addendum A:

(2) Addendum B:

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or a financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

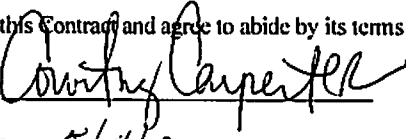
11. Notice to Employee. You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has

to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. Expiration of Offer. The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 5/8/20. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

I have read this Contract and agree to abide by its terms and conditions:

Employee:



Date signed:

5/4/2020

Midlothian Independent School District

By:



Superintendent

Date Signed: 4/21/20

FIRST AMENDMENT TO EMPLOYMENT CONTRACT

This First Amendment to the employment contract of Dr. Courtney Carpenter ("Amendment") is made and entered into by and between the Board of Trustees ("Board") of the Midlothian Independent School District ("District") and Dr. Courtney Carpenter ("Interim Superintendent").

The Board, by and on behalf of the District, previously agreed to employ the Interim Superintendent, and the Interim Superintendent previously agreed to accept employment as Assistant Superintendent for Administration for the District for a term of one (1) year, commencing on July 1, 2020 and ending on June 30, 2022. The Interim Superintendent's current employment contract ("Contract") is attached hereto as Exhibit "A" and incorporated herein by reference.

The Board, by and on behalf of the District, and the Interim Superintendent agree to the changes and amendments to the Contract found in this First Amendment to the Interim Superintendent's contract beginning January 4, 2021 with all other terms of the Contract remaining in full force and effect:

WITNESSETH

NOW, THEREFORE, the Board, by and on behalf of the District, and the Interim Superintendent, for and in consideration of the terms herein established and pursuant to Section 21.201 et seq., Section 11.1512 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree to add the following additional sections to the Contract as follows:

Interim Superintendent Term. The Board, by and on behalf of the District, does hereby employ the Interim Superintendent, and the Interim Superintendent does hereby accept employment as Interim Superintendent of Schools for the District commencing on January 4, 2021. This Amendment may be terminated by either party with or without cause with 30 days notice. The District may, by action of the Board, and with the consent and approval of the Interim Superintendent, extend the term of this Contract as permitted by state law.

End of Term. At the end of the Interim Superintendent Term following proper notice or upon the hiring of a new Superintendent, the Board agrees to allow the Interim Superintendent to return to the previous position of Assistant Superintendent for Administration immediately.

Compensation. The District shall provide the Interim Superintendent, beginning January 4, 2021, with a daily stipend in the amount of Two Hundred and 00/100 (\$200.00) per day for fulfilling the role of Interim Superintendent. This amount is above and beyond the Interim Superintendent's current daily rate and shall be paid to the Interim Superintendent as a part of her regular monthly check consistent with the Board's policies.

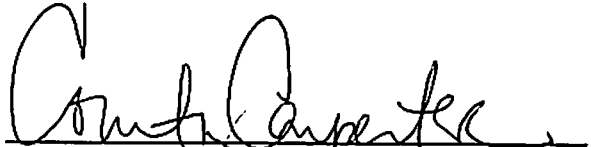
Executed this 7th day of January, 2021.

**MIDLOTHIAN INDEPENDENT
SCHOOL DISTRICT**

A handwritten signature in black ink, appearing to read "Matt Sanders", written over a horizontal line.

Matt Sanders
Acting President, Board of Trustees

INTERIM SUPERINTENDENT

A handwritten signature in black ink, appearing to read "Courtney Carpenter", written over a horizontal line.

Courtney Carpenter, Ed.D.
Interim Superintendent