Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of Midlothian Independent School District (the "District") and Dr. Jo Ann Fey (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning January 15, 2023, and ending January 14, 2026. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.

2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is voidable.

3. **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 involving a felony, a crime defined as moral turpitude under the Texas Penal Code, or any other offense specified in Board Policy. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter 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 knowing or conscious false statements, misrepresentations, omissions of requested information, 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.

4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows:

   4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term consistent with state law and Board policy. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended, including but not limited to Board policy DH (Exhibit) which is the Educators' Code of Ethics.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:** The District shall pay the Superintendent an annual salary of TWO HUNDRED AND FORTY-ONE THOUSAND THREE HUNDRED AND TWENTY-ONE DOLLARS AND 60/100 DOLLARS ($241,321.60). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. Such adjustments, if any, shall be in the form of a written addendum to this contract or a new contract shall be executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the Contract.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided 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 those benefits, at the Board's sole discretion.

5.3 **Civic Activities:** The Board encourages the Superintendent to become a member of and participate in community and civic affairs and organizations, 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.

5.4 **Professional Organizations:** 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, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

5.5 **Residence in District:** The Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.

5.6 **TRS Salary Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by an amount equal to the Superintendent's required monthly contribution to the Texas Teacher Retirement System (TRS), including the required contribution for TRS Care. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.

5.7 **Vacation, Holiday and Personal Leave:** The Superintendent is hereby granted ten (10) additional local leave days, which shall be available for use immediately on execution of this Contract. The Superintendent will receive the same personal leave benefits authorized by Board policies for administrative employees on twelve-month contracts. To the extent possible, leave days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

5.8 **Expenses:** Except as provided by Sections 5.9 and 5.10, 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 the actual and incidental costs incurred by the Superintendent for travel, which may include, but is not limited to, 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 policies.

5.9 **Automobile Allowance:** The District shall pay the Superintendent an automobile allowance of Seven Hundred and No/100 Dollars ($700.00) per month towards the use of her automobile for any in-District or out-of-District travel arising from the continuing performance of the Superintendent's duties. This payment is in lieu of mileage reimbursement and gasoline for in-District travel, and is in lieu of reimbursement of expenses related to car payments, insurance, or other charges associated with the Superintendent's use of her personal automobile for in-District or out-of-District travel. Mileage reimbursement and gasoline for out-of-District travel shall be eligible for reimbursement under Section 5.8.

5.10 **Cell Phone Allowance:** The District shall pay the Superintendent a cell phone allowance of One Hundred and No/100 Dollars ($100.00) per month for the purchase and maintenance of a cell phone used, in whole or in part, in the performance of the Superintendent's duties. This payment is in lieu of reimbursement for similar expenses associated with the Superintendent's cell phone.

5.11 **Longevity Pay.** In order to encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. For each contract year of service the Superintendent completes with the District, the District shall supplement the Superintendent's salary during the following year by an amount equal to ten percent (10%) of the Superintendent's annual salary. This amount shall be paid to the Superintendent by regular payroll installments over twelve months, beginning on January 1, 2024, and shall be reported as creditable compensation to TRS. If the Superintendent provides notice to the Board of her intent to accept a position with another school district or her intent to resign from this Contract, or if this Contract is terminated, by the Board or through the Superintendent's resignation, the Superintendent shall receive a proportional amount of the next scheduled payment and no further longevity payments will be owed to the Superintendent.

6. Review of Performance.

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

6.2 **Evaluation:** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and

on the District's progress towards accomplishing the District Goals. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The evaluation shall include recommendations as to areas of improvement in instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent, and the Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation, which shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Superintendent's evaluation shall be treated as confidential, in accordance with applicable state law.

7. **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 determined by the Board.

8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21 and other state and federal laws and Board policies.

8.1 **Resignation:** The Superintendent may resign at the end of a school year without penalty by filing a written resignation with the Board not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.

9. **General Provisions.**

9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent shall be superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

9.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

9.5 **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.

9.6 **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.

9.7 **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.

10. **Notices.**

10.1 **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.

10.2 **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.

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

Dr. Jo Ann Fey, Superintendent

Date signed: 2/21/23

By: Tami S. Tobey
Tami Tobey
Board President

Date signed: 2/17/23

Witnessed by: Eduardo Gonzalez
Eduardo Gonzalez
Secretary

Date signed: 2/23/2023