

**WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT**  
**SUPERINTENDENT'S EMPLOYMENT CONTRACT**  
2017-2023  
**FRANK MOLINAR**

This Contract is by and between the Board of Trustees (the "Board") of the White Settlement Independent School District (the "District") and FRANK MOLINAR (the "Superintendent")(this "Contract").

**WITNESSETH:**

For and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21 of the Texas Education Code (the "Code"), the Board and the Superintendent agree as follows:

**I. TERM**

- 1.1 Employment. The Board, by and on behalf of the District, does hereby extend the employment contract of the Superintendent, and the Superintendent does hereby accept employment as Superintendent of schools for the District. This Contract was approved by the Board of Trustees at its regular monthly meeting on January 17, 2017. This Contract shall become effective immediately and shall be for a term of five (5) years. 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 law.
- 1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

**II. EMPLOYMENT**

- 2.1 Duties. The Superintendent is the chief executive administrator of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description contained in the Board Policies 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 hereafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with Board policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize,

reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. 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 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 or extension thereof, hold and maintain a valid certificate required of a Superintendent by the State of Texas and issued by the Texas Education Agency and all other certificates required by law. Failure to provide necessary certification shall render this Contract void. Any material and intentional misrepresentation by the Superintendent may be grounds for dismissal.
- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without his express written consent.
- 2.4 Consultant Activities. The Superintendent may, with Board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
- 2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and /or appropriate action, and the Superintendent shall refer such matter(s) 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.
- 2.6 Professional Growth. The Board encourages the Superintendent to attend, actively participate in and/or join professional and civic organizations at the local and state levels. 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 reasonable expenses for such attendance, registration, travel, meals, lodging, and other related expenses, including any membership fees and dues of the Superintendent for Texas Association of School Administrators (TASA), Texas Association of Suburban and Mid-urban School Districts (TASMUS), and two local civic organizations of the Superintendent's choice during the term of this Contract.
- 2.7 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The

Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner.

### III. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary of Two Hundred Two Thousand Five Hundred Sixty-six Dollars (**\$202,566.00**). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies, effective immediately.
- 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 and benefits set forth in this Contract.
- 3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this Contract. 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, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of his duties as Superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies except when traveling with the Board, at which time the Board's travel guidelines will apply. The District shall reimburse the Superintendent in accordance with District policy for out of District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.
- 3.4 Insurance. The Superintendent, if eligible and insurable, shall be provided the same health insurance coverage that is provided to all other certified employees in the District
- 3.5 Vacation. The Superintendent may take, at his choice, the greater of ten (10) days of vacation annually or the same number of days of vacation authorized by Board Policy for administrative employees 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 least interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days, up to a maximum of five (5) days annually, shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent may observe the same legal holidays and is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, and shall be entitled to vacations in accordance with Policy DED (Local), to be used within the Superintendent's discretion as long as such use does not interfere with the carrying out of his duties and obligations as Superintendent of the District, and such local leave shall be cumulative from year to year in accordance with local Board policy.

- 3.6 Residency Requirement. As a condition of this Contract the Superintendent has established and will maintain his permanent residency within the District.

#### **IV. REVIEW OF PERFORMANCE**

- 4.1 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 in 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.
- 4.2 Time and Basis of 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 shall be based on the District's progress toward accomplishing the District Goals.
- 4.3 Confidentiality. 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 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. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

#### **V. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT**

- 5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

## VI. TERMINATION OF EMPLOYMENT CONTRACT

- 6.1 Mutual Agreement. This Contract may be terminated by the agreement of the Superintendent and the Board, upon such terms and conditions as may be mutually agreed upon.

- 6.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

- 6.3 Dismissal for Good Cause. Pursuant to Section 21.212(d) of the Texas Education Code, the Board may dismiss the Superintendent at any time for good cause. Good cause is defined as:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and condition of this Contract;

(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

(c) Insubordination or failure to comply with lawful written Board directives;

(d) Failure to comply with the Board's policies or the District's administrative regulations;

(e) neglect of duties;

(f) Drunkenness or excessive use of alcoholic beverages;

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

(h) Conviction of a felony of 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, that 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 the 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 facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to fulfill requirements for superintendent certification; or

(q) Any other reason constituting "good cause" under Texas law.

- 6.4 Termination Procedure. In the event that the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

## VII. PROFESSIONAL LIABILITY

- 7.1 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any 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 the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract, so that any claim, suit, etc., filed after termination of this Contract but applicable to a time the Superintendent was employed by the District, will be covered by this section.
- 7.2 Legal Expenses. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are named as adverse parties to each other in any such proceedings.
- 7.3 Cooperation of Superintendent. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District insofar such demands, claims, suits, actions and legal proceedings arose or does arise in the future from an act or omission that occurred while the Superintendent was an employee of the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

## VIII. MISCELLANEOUS

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Tarrant County, Texas.
- 8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.
- 8.3 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 the Board's policies or any such permissive law during the term of the Contract.

- 8.4 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent 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.

**EXECUTED** to be effective on January 17, 2017.

**WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT**

By:   
Secretary, Board of Trustees

By:   
President, Board of Trustees

**SUPERINTENDENT**

  
Frank Molinar