

This Superintendent's Term Contract ("Contract") is entered into between the Board of Trustees (the "Board") of the Arlington Independent School District (the "District") and Dr. Matthew Smith (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code hereby agree as follows:

1 **Term.** The Board agrees to employ the Superintendent for a term beginning January 30, 2024 and ending June 30, 2027. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.

2 **Certification.** 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 State Board for Educator Certification and any other certificates required by law.

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 his or 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 charge, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (Local), including any civil filings by or against the Superintendent in his personal capacity. The Superintendent agrees to provide such

[REDACTED]

shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's 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 that the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to perform his or her duties as follows:

4.1 **Authority:** The Board shall have the right to assign additional duties to the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District ("Covered Claim"); excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any cause of action which

[REDACTED]

5? Benefits In addition to the benefits ~~expressly set forth herein~~ the District shall provide

[REDACTED]

other benefits to the Superintendent as provided to District employees by state law and

[REDACTED]

Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to

[REDACTED]

5.6 **Relocation/Moving Expenses.** In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall pay the Superintendent, the sum of \$15,000.00 within five days following the start date of this Contract. This moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the cost and expense of moving the Superintendent's family and belongings to the District and/or the cost and expense of temporary housing. The Superintendent shall be responsible for and shall pay any taxes due on this allowance and applicable taxes will be deducted from the \$15,000 payment by the District.

5.7 **Leave Days, Vacation and Holidays:** The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, on or before the end of each year of the term of this Contract, the

[REDACTED]

Superintendent is requested to provide assistance to the District. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board President, any successor superintendent, and/or legal counsel for the District.. The Superintendent will not be reimbursed for any expenses related to a lawsuit brought by him or on his behalf against the District, the Board, any trustee or any District employee.

5.9 **Life and Health Insurance.** The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage for the Superintendent as it does for other administrative employees of the District.

care plan provided by the District for its administrative employees. The District shall

[REDACTED]

[REDACTED]

contribution on or before the date of termination.

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

[REDACTED]

6. **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

[REDACTED]

by the Board.

7. **Termination and Nonrenewal of Contract.**

7.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

7.2 **Termination**

7.2.1 **Mutual Agreement.** This Contract may be terminated by the mutual

[REDACTED]





recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall be reduced to writing ("District Goals") and shall be among the

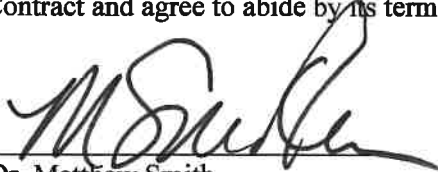
[REDACTED]

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.

**11. Review of Performance.**

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

Superintendent:

  
Dr. Matthew Smith

Date signed:

1/8/2024

By

ISD

Trustees

Date signed: