

SUPERINTENDENT TERM CONTRACT

This Contract is entered into between the Board of Trustees (the “Board”) of the **ARLINGTON INDEPENDENT SCHOOL DISTRICT** (the “District”) and **DR. JOSE MARCELO CAVAZOS** (the “Superintendent”).

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

1. **Term.** The Board agrees to employ the Superintendent for a term of five (5) years, on a twelve-month basis per school year, beginning December 12, 2020 and ending December 31, 2025.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of his employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
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 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 for any felony, any offense involving moral turpitude, including but not limited to any single act constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, any Class A or B misdemeanor, and any of the other offenses set forth in Board policy DH (LOCAL). The Superintendent agrees to provide such notification in writing within forty-eight (48) hours 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 his employment application are true and correct. Any material false statements, misrepresentations or 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 his duties as follows:

- 4.1 **Authority.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description, Section 11.201(d) of the Education Code 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 amended. 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, but 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 Board action, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended. The Superintendent may not accept any outside employment and/or engagement for compensation. The Superintendent may, with specific prior written consent of the Board president, undertake speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District, and may accept reimbursement of expenses for such at no expense to the District. For any speaking engagement, writing, lecturing, or other professional duty or obligation that involves an offer of honoraria, the Superintendent shall notify the Board and agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest.

5. **Compensation.**

- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of THREE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED NINETY and 37/100 DOLLARS (\$347,690.37) per year. In no event shall the Superintendent be paid less than the salary set forth in this section except by mutual agreement of the two parties or as otherwise permitted by law.
- 5.1.1 **Salary Increases.** The District may, at the Board's sole discretion, annually increase the Superintendent's salary up to the equivalent highest percentage/lump sum increase authorized for classroom teachers for the same school year of the Superintendent's current base salary if the Superintendent demonstrates exceptional performance on measurable performance indicators mutually agreed upon in writing between the Board and Superintendent. Nothing in this Contract shall be construed as granting any contract or other legal right or entitlement to any increase.
- 5.2 **Longevity Pay.** As of December 31, 2020, the Superintendent will have completed 21 years and 6 months of service with the District. In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows:

- (a) If on December 31, 2020, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional eleven percent (11%) of his monthly salary per month for twelve months beginning on January 1, 2021.
- (b) If on December 31, 2021, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional twelve percent (12%) of his monthly salary per month for twelve months beginning on January 1, 2022.
- (c) If on December 31, 2022, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional thirteen percent (13%) of his monthly salary per month for twelve months beginning on January 1, 2023.
- (d) If on December 31, 2023, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional fourteen percent (14%) of his monthly salary per month for twelve months beginning on January 1, 2024.
- (e) If the Superintendent's Contract is renewed for a term extending beyond December 31, 2024, then if on December 31, 2025, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional fifteen percent (15%) of his monthly salary per month for twelve months beginning on January 1, 2026.
- (f) The additional compensation described in this section 5.2 shall be paid to the Superintendent in regular monthly payroll installments, shall be treated as additional compensation paid for longevity as described in 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.

5.3 **Benefits.**

- 5.3.1 **Vacation Days.** The Superintendent shall receive five (5) vacation days in addition to the vacation days and any leave available to administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties. Accrued but unused vacation days shall

accumulate and carry forward from year to year. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent such accrued but unused vacation days at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's then current annual salary in 5.1 by 243.

- 5.3.2 **Expenses.** 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 reasonable actual and incidental costs incurred by the Superintendent for travel outside of Tarrant County and contiguous counties. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other reasonable 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.
- 5.3.3 **Professional Activities and Civic Organizations.** The Board encourages the Superintendent to become a member of clubs in the community and to participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such membership and participation will serve a legitimate purpose related to the educational mission of the District. The District will reimburse the Superintendent for the reasonable expense of membership in these clubs and organizations, to a maximum amount of Five Thousand and No/100 Dollars (\$5,000.00) each District fiscal year.
- 5.3.4 **Life and Disability Insurance.** The District shall pay the Superintendent's annual premiums for maximum coverage under any life and disability insurance policies offered by the District. In addition, the District shall also pay the annual premiums for any life and disability insurance policies which the Superintendent obtains outside the District in an aggregate cost not to exceed Two Thousand and No/100 Dollars (\$2,000.00) annually. The Superintendent shall provide the Board with proof of such policies and the premium amounts. The District shall pay all of these premiums during the term of this Contract.
- 5.3.5 **Supplement for Taxes.** The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of his monthly Medicare and FICA payroll taxes ("Taxes"), if applicable, beginning on January 1, 2020 and continuing for the term of this Contract, including any extensions thereof. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

- 5.3.6 **Supplemental Retirement Plan.** For each payroll period beginning January 1, 2020 and for each year thereafter during the term of this Contract and any extensions thereof, the District shall add to the monthly Salary of the Superintendent the maximum annual amount of salary deferral contributions allowable under Section 402(g) of the Internal Revenue Code (the "Code") divided by twelve ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) of 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 established by the District under Section 403(b) of the Code. Such plans shall include investments as allowed under Sections 403(b) and/or 403(b)(7) of the Code, respectively, and the investments for the Superintendent's accounts shall be selected solely at his discretion. The Superintendent shall at all times be 100% vested in his account under the 403(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.
- 5.3.7 **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 monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on January 1, 2020 and continuing for each payroll during the term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. 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 purposes of TRS, to the extent permitted by TRS.
- 5.3.8 **Health Care.** The District shall pay the cost of medical and dental insurance for the Superintendent and his family dependents after his full-time retirement. Upon his full-time retirement, the Superintendent agrees to enroll his family in any available federal and state government insurance programs, including but not limited to Medicare and TRS Care if available, so as to reduce the cost of continuing this benefit after retirement, and/or he may continue his participation in the medical and insurance plans of the District. The District shall pay the total cost for the Superintendent and his family dependents' out-of-pocket medical and dental coverage for the Superintendent's lifetime.

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 lawfully determined by the Board.
7. **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. In the event that the Board terminates this Contract for “good cause,” the Superintendent shall be afforded all the rights as set forth in the Board’s policies and state and federal law.
 - a. **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
 - b. **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.
8. **In-District Residence.** As a condition of the Superintendent’s employment and continued employment with the District, and for the convenience of the District, the Superintendent shall be required to reside within the District’s boundaries and such residence must be the Superintendent’s permanent and primary residence.
9. **Annual Background Checks.** The Superintendent acknowledges and agrees that he will consent to and be subject to a review of his national criminal history record information (NCHRI) and credit check during January of each year, in accordance with applicable law and Board policy.
10. **General Provisions.**
 - 10.1 **Amendment.** This Contract may not be modified or amended except by written agreement of the Board and the Superintendent (the “Parties”).
 - 10.2 **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.
 - 10.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
 - 10.4 **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 Tarrant County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be in the Northern District of Texas.

- 10.5 **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.
- 10.6 **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. This contract is to be interpreted as if both parties were to have equally drafted its language.
- 10.7 **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.

11. **Notices.**

- 11.1 **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 by delivering the notice through hand-delivery, certified mail, and/or express delivery service to the Superintendent's address of record.
- 11.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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, certified mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

12. **Review of Performance.**

- 12.1 **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 towards accomplishing the written goals adopted by the Board for the Superintendent.
- 12.2 **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.
- 12.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. 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.

13. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
14. **Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the evaluation or discipline of the Superintendent or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
15. **Indemnification.** To the extent it may be permitted to do so by applicable law, 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 causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The District's obligation to defend, hold harmless and indemnify does not apply to criminal investigations or criminal proceedings.

The selection of Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel for any Covered Claim. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 15 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 15 shall survive the termination of this contract.

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

Superintendent: _____

Dr. Jose Marcelo Cayazos

Date signed: 12-10-2020

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: Kecia Mays
Kecia Mays
President, Board of Trustees

Date signed: 12/10/20