
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of NEW CANEY INDEPENDENT SCHOOL DISTRICT (the “District”) and MATTHEW CALVERT (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. The contract term begins April 24, 2023 to June 30, 2026. The Board and the Superintendent (the “Parties”) may extend the term of this Contract.
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 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. 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 his employment application are true and correct. Any false statements, material 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 his 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. 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 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 Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.3 **Board Meetings.** The Superintendent, or the Superintendent's designated representative, shall attend all meetings of the Board and of its committees, except meetings where the Superintendent's Contract or performance shall be discussed. The Superintendent shall be privileged to make recommendations to the Board and to take part in Board discussions, but the Superintendent shall not be permitted to vote on any matters before the Board. The Superintendent shall timely report to the Board all facts and conditions in the District which will keep the Board informed as to the progress being made and problems requiring solution by the District.

4.4 **Time and Basis for Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once per school year during the term of this Contract, but prior to April 30th of each year. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and any other specific directives of the Board of Trustees.

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

5.1 **Salary:**

Starting on April 24, 2023, and ending June 30, 2026 the Superintendent's salary shall be Two Hundred Thirty-Two Thousand and NO/100 Dollars (\$232,000.00) per year; to be paid in equal installments for up to 24 pay periods. The Board may increase the Superintendent's salary at it's discretion.

5.2 **Insurance.** The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent and family pursuant to the group health care plan(s) as provided by the District for its other employees. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, by agreement of the parties. The Superintendent shall be paid in equal installments the amount it would take to cover said plans (health, vision, dental and health savings account contributions) for the Superintendent and family.

5.3 **Texas Teacher Retirement System.** The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on April 24, 2023 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. 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.

5.4 **Vacation, Holidays, and Leave.** The Superintendent shall observe the same legal holidays as provided by Board policies for other administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as

authorized by Board policies for administrative employees on twelve-month contracts. 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. If the Superintendent has vacation days remaining at the end of June, the Superintendent may elect to convert up to five days of vacation to salary at the Superintendent's daily rate of pay.

- 5.5 **Professional Organizations & Civic Activities.** The Superintendent is encouraged to participate in various professional educational organizations and community and civic affairs. The reasonable cost of membership in such organizations shall be borne by the District in an amount not to exceed Two Thousand Five Hundred dollars (\$2,500) each District fiscal year unless a different amount is approved by the Board.
- 5.6 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. However, the Board encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. Therefore, the Board shall permit a reasonable amount of release time for the Superintendent, not to exceed ten (10) days per year, or as approved in advance by the Board, to attend such seminars, courses or meetings. The District shall bear the reasonable costs and expenses for such attendance.
- 5.7 **Business Expenses.** During the Superintendent's employment with the District, the District shall reimburse the Superintendent for reasonable reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, from funds budgeted for that purpose by the Board. Reimbursable expenses will include, but are not limited to, travel costs, mileage reimbursement for use of a personal vehicle outside of a 50-mile radius from the District administrative building, and professional development costs. The Superintendent shall comply with all District expense and reimbursement policies, procedures, and documentation requirements.
- 5.8 **Cell Phone.** The District shall provide the Superintendent a District cell phone, including a data and voice plan, at no cost for the purposes of conducting District business if requested by the Superintendent at any point during the contract. The cell phone shall remain the property of the District. Superintendent understands that he is the custodian of records for any and all information shared through the cell phone and that such information may be subject to the Texas Public Information Act.
- 5.9 **Annual Physical Examination.** The District shall pay the reasonable costs of an annual physical examination.
- 5.10 **Additional Compensation.** The District will provide the Superintendent with additional compensation of \$1,250.00/month paid equally over 24 periods in regular pay.
- 5.11 **Superintendent Residency.** The Superintendent will remain a permanent resident within New Caney ISD boundaries during the duration of the contract with New Caney ISD.
- 5.12 **Retention.** Beginning on June 1, 2022, the District shall contribute \$15,000.00 per year into an interest-bearing account of the District's choosing. Provided that the Superintendent still remains the Superintendent on June 30, 2024, and the Superintendent is not suspended, on leave, or has been proposed for termination or non-renewal; or charged with a criminal act,

the entire proceeds in the account will be transferred to the Superintendent within fifteen school days after June 30, 2024.

- 5.13 **Stipend.** The Superintendent shall be eligible for any stipend that the Superintendent both qualifies to receive and is below the individual amount of Five Thousand Dollars (\$5,000.00). Any individual stipend Five Thousand and One Dollars (\$5,001.00) or more must be approved by the Board of Trustees.
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 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.
8. **General Provisions.**
 - 8.1 **Amendment.** This Contract may not be amended except by written agreement of the Parties.
 - 8.2 **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.
 - 8.3 **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.
 - 8.4 **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 (Montgomery County, Texas). If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district' administration building is located.
 - 8.5 **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.
 - 8.6 **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.
 - 8.7 **Indemnification.** To the extent it may be permitted to do 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 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; 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 selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case 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 8.7 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 8.7 shall survive the termination of this Contract.

9. **Notices.**

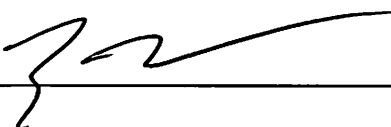
- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's business office. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 9.2 **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. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President address of record, as provided to the District.

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

Superintendent: 
Matthew Calvert

Date signed: 4.24.2023

NEW CANEY INDEPENDENT SCHOOL DISTRICT

By: 

Ty Trout, President, Board of Trustees

Date signed: 4-24-2023

Attest: 

Creg Mixon, Vice President, Board of Trustees

Date Signed: 4 - 24 - 2023