
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Midlothian Independent School District (the “District”) and David Belding (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 contract year (July 1 – June 30), for a term of five (5) years, beginning July 1, 2025 and ending June 30, 2030. 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 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 class B misdemeanor or greater. The Superintendent agrees to provide such notification in writing as required by 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, 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 of this Contract, as applicable.
4. **Duties.** The Superintendent is the chief administrator and executive officer of the District and shall faithfully perform the duties of the Superintendent, as prescribed in the job description and as may be lawfully assigned by the Board, and shall administer the District in accordance with all lawful Board directives, policies, rules, and regulations and state and federal law, as they exist or may hereinafter be amended or adopted. As such, the Superintendent shall assign the administrative and supervisory staff in the manner that, in his judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, 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 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. Except as provided in this Contract, the Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner. The Superintendent shall perform the duties of the Superintendent 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.

- 4.1 **Reassignment:** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of superintendent to another position in the District except by mutual written agreement of the parties.
- 4.2 **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 Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, or to consider interpersonal relationships between individual Board members.
- 4.3 **Criticisms, Complaints, and Suggestions:** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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.
- 4.4 **Outside Consultant Activities:** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law. During the term of this Contract, the Superintendent will not provide any Consulting Services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing Consulting Services for any other entity must receive prior Board approval, on a case-by-case basis, in an open meeting. The Superintendent will comply with all federal and state laws and regulations and District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such Consulting Services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the work days only to the extent that the Superintendent has available vacation or personal leave days to cover his absences. The Board has sole authority to determine whether the Consulting Services conflict with the Superintendent's duties to the District.

- 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 FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$257,250.00). This 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 effective on the July 1 following approval of the adjustment and 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 to other full-time professional employees and as required 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 ("leadership activities"), provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these leadership activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the leadership activity presents a conflict or interferes with the performance of his 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 shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. 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.

conferences, or courses. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. 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.

- 5.5 **Residence in District:** As a condition of employment, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent shall begin residing in the District within 180 days of the Superintendent's first day of employment with the District, or within such other reasonable period of time as mutually agreed upon by the Superintendent and the Board.
- 5.6 **TRS Salary Supplement:** For the performance of Superintendent duties, the District shall supplement the Superintendent's annual salary, through the term of this Contract and any extensions thereof, by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System (TRS), including the required contribution for TRS-Care, as applicable. 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, to the extent permitted by TRS.
- 5.7 **Vacation, Holiday and Personal Leave:** Except as provided below, the Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. During each contract year (July 1 – June 30) the Superintendent may take, at the Superintendent's choice, the greater of thirteen vacation (13) days or the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be 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. The Superintendent may rollover up to thirteen (13) unused vacation days for use in the following contract year. At the end of each contract year, the District shall reimburse the Superintendent for up to thirteen (13) unused vacation days, at the request of the Superintendent, using the Superintendent's then current daily rate of pay. Amounts paid by the District for reimbursement of unused vacation days shall not be reported to TRS as creditable compensation. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.
- 5.8 **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 his automobile for any in-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 his personal automobile for in-District. Mileage reimbursement and gasoline for out-of-District travel shall be eligible for reimbursement under Section 5.10.
- 5.9 **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 actual and incidental costs incurred by

computer every two years during the term of this Contract for the advantages offered by the then current laptop computer technology.

5.11 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 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 5.11 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 5.11 shall survive the termination of this Contract.

- (a) The Board shall not be required to pay any costs of any legal proceedings in the event the Board and Superintendent are adverse parties to each other in any proceedings.
- (b) During the Term of this Contract 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.
- (c) After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of his taking time off from his then current employment to assist the District at its request. If the Superintendent is not employed at that time, the District will compensate him at most recent daily rate of pay pursuant to Section 5.1. Requests for assistance from the Superintendent with respect to such matters shall be made through the President of the Board of Trustees, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance.

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 or 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.
- 7.1 **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.
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 shall be 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. 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.
- 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.
- 8.10 **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.
9. **Notices.**
- 9.1 **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.

- 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 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.

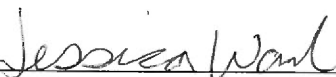
I have read this Contract and agree to abide by its terms and conditions:


Dr. David Belding, Superintendent

Date signed: 1-24-2025

By: 
Gary Vineyard, Board President

Date signed: 1-24-25

Witnessed by: 
Jessica Ward, Secretary

Date signed: 1-24-2025