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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the “Board”) of Pflugerville Independent School District (the “District”) and Dr. Douglas W. Killian (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, beginning July 1, 2020 and ending June 30, 2025. 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 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, 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.** 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 is the chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by state law 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

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 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.

4.1 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

4.2 **Board/Superintendent Relationship:** The members of the Board, individually and collectively, will make a good faith effort to 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 the Superintendent in a reasonable and timely manner. The superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, except closed meetings of the Board involving the performance or duties of the Superintendent, evaluation of the Superintendent, the Superintendent's salary and benefits as set forth in this Contract, consideration of any action or lack of action on this Contract, duties of the members of the Board, or the Board's role as a tribunal to hear and resolve any complaint.

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 SEVENTY-FIVE THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND NO/CENTS (\$275,525.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, 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 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 these benefits, at the Board's sole discretion.

- 5.3 **Leave:** The Superintendent shall work not less than two hundred twenty-seven (227) days during each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each such year. The Superintendent may take, at the Superintendent's choice and subject to notification of the Board President the same number of vacation days during each year for which this Contract is in effect as are authorized by the District for other twelve-month professional employees of the District. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into any subsequent year or years for which this Contract is in effect, up to a total limit of ten (10) days. Vacation days shall be taken by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays and non-duty days as are observed by other twelve-month professional employees of the District. The Superintendent shall be credited for accumulated sick leave and personal leave as provided in Board policies.
- 5.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.5 **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 does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and two other professional organizations selected by the Superintendent.
- 5.6 **Residence in District.** As a condition of employment with the Pflugerville Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent's initial relocation to residing within the District shall be within one hundred and eighty (180) days of the Superintendent's first day of employment with the District, or within a reasonable period of time as mutually agreed upon by the Superintendent and the Board.
- 5.7 **Relocation/Moving Expenses:** The District shall reimburse the Superintendent for reasonable and necessary expenses incurred in moving the Superintendent's family and personal possessions to Pflugerville, Texas, up to a maximum of TWO THOUSAND

FIVE HUNDRED DOLLARS AND NO/CENTS (\$2,500.00). The Superintendent shall obtain two bids and present them to the Board President for approval.

5.8 **Expenses:** The District shall reimburse the Superintendent for necessary and reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other 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.

5.9 **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 July 1, 2019 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 payment installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

6. **Evaluation:**

6.1 **Development of Goals:** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated, along with Board identified goals. The Board agrees to work with and support the Superintendent in achieving the District Goals.

6.2 **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 towards accomplishing the District Goals.

6.3 **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.

6.4 **Evaluation Format and Procedures:** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, 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.

7. **Termination and Nonrenewal of Contract.** Termination, suspension or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
8. **Liability Insurance.**
  - 8.1 **Coverage Provided:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract.
  - 8.2 **Adversarial Proceedings:** The District shall not be required to pay any costs of any legal proceedings in the event the District and the Superintendent are adverse to each other in any such proceedings.
  - 8.3 **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. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.
9. **General Provisions.**
  - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
  - 9.2 **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.
  - 9.3 **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.
  - 9.4 **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.
  - 9.5 **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.
  - 9.6 **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.

10. **Notices.**

10.1 **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.

10.2 **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:

Superintendent: \_\_\_\_\_

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Vernagene Mott, President, Board of Trustees

Date signed: \_\_\_\_\_