

VIDOR INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS  
COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENT

THIS CONTRACT ("Contract") is made and entered into effective the last day executed by both parties. By and between the Board of Trustees (the "Board") of the Vidor Independent School District (the "District") and Dr. Jay Killgo ("Superintendent").

WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to section 11.201 (b) of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. Term

1.1 Term. The Board, by and on behalf of the District, in accordance with its action as reflected in the official minutes of the District, does hereby employ Dr. Jay Killgo as Superintendent, and Dr. Jay Killgo does hereby accept employment as Superintendent of Schools for Vidor ISD for a term commencing on July 1, 2018 and ending June 30, 2021. The District, by the action of the Board, and with the consent and approval of the Superintendent may extend the term of this Contract as permitted by State law.

1.2 Tenure. The Board has not adopted any policy, rule, regular, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment of the Contract term.

2. Employment

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform duties of the Superintendent of Schools for the District as prescribed in state law, the job description 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.

2.2 Professional Certification. As a condition of this Contract, 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 Texas Education Agency and all other certificates required by law. The Superintendent shall immediately inform the Board if and when he fails to comply with this requirement.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position, without the Superintendent's express written consent.

2.4 Professional Liability. The District School Board Legal Liability 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 the Agreement. As a further condition of this employment Contract, the District agrees to furnish a defense and to satisfy any judgement taken against the Superintendent, as permitted by law, provided the incident on which the claim is based arose while the Superintendent was acting within the scope of his employment. The Superintendent shall fully cooperate with the District in the defense of any and all demands claims suits, actions and legal proceeding brought against the District, including matters arising after the term of this Contract expires, but which relate to events occurring during the Superintendent's employment with the District.

2.5 Board Meeting. 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 evaluation, 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.

2.6 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 study and/or appropriate action, and the Superintendent shall refer such matter (s) to the appropriate District employee or shall investigate such matter (s) and shall with a reasonable time inform the Board of the results of such efforts.

### 3. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED FORTY FIVE THOUSAND, SIX HUNDRED, THIRTY NINE DOLLARS AND NINETY FOUR CENTS (\$145,639.94) IN SALARY and/or agreed upon benefits. The cash component of the annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Contract the board, in its discretion, review and adjust the salary of the Superintendent, subjects to state law requirements regarding such pay adjustments, but in no event shall the Superintendent be paid less than the salary set forth pursuant to section 3.1 of this Contract except by mutual agreement of the two parties, such adjustments, if any, shall be in the form of a new Contract.

3.2.1 Widespread Salary Reductions. 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.

3.2.2 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.

3.3 Residence with the District. As a condition of employment Dr. Killgo agrees to establish and maintain his principal domicile and residence for all purposes within Vidor Independent School District throughout the term of this Contract, and any extensions and renewals thereof.

3.4 Annual Working Days. Dr. Killgo's annual Contract period will be for 226 days.

3.5 Insurance. The District shall pay for group health and hospitalization insurance for the Superintendent, and shall provide him with all other health and group benefits on the same basis as other twelve-month administrative employees of the District. The District shall additionally compensate the Superintendent in the amount

necessary to pay for group health and hospitalization insurance for the Superintendent's spouse and dependent children with the District's insurance plan. This shall be taxable benefit.

3.6 Travel Expenses. The District agrees to pay the Superintendent a travel allowance of \$700.00 per month for the Superintendent's travel within the boundaries of Region V service center. The District agrees to pay the actual and incidental travel cost incurred by the Superintendent for travel outside the Region V Education service center service area. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy for travel outside the Region V Education service center service area.

3.7 Professional Growth. 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 Superintendent's membership in professional organizations and the Superintendent's reasonable active attendance at and participation in appropriate professional meetings at the local, regional, state and nation levels as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District, including payment of dues for two(2) professional organizations to be selected by the Superintendent. Additionally, the District shall pay the Superintendent's membership to on (1) local civic club or organization.

3.8 Outside Consultant Activities. In addition to any other leave to which the Superintendent is entitled under the terms of this Contract or applicable law, the Superintendent may serve as a consultant, engage in writing activities and speaking engagements on educational matters outside the District three (3) days annually, provided however, that these activities do not interfere with the performance of the Superintendent's duties, provided the Superintendent gives prior notice to the Board and provided there is no additional expenses incurred by the District relative to such activities.

3.9 Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number days off authorized by policies adopted by the Board of Administrative employees on 226 day Contracts. The days to be in a single period or at different times. The off days taken by the Superintendent will be taken at such time or times that will least interfere with the performance of the Superintendent's duties as set forth in his Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for

administrative employees on 226 day Contract. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for Administrative employees on 226 day Contracts.

3.10 Medical Examination. The District agrees to pay for and the Superintendent agrees to have a comprehensive medical examination each year and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be placed in the Superintendent's personnel file and made available to Board upon request of the Board of Trustees.

3.11 Technology Equipment. The District agrees to provide the Superintendent with technology equipment and service including: laptop or desktop computer, iPad or tablet PC and corresponding accessories. These devices and services are intended for professional as well as incidental personal use.

3.12 Mobile Telephone Allowance. The District shall provide the Superintendent with a mobile telephone allowance in the sum of sixty dollars (\$60.00) per month. The Superintendent shall maintain a personal account for a mobile telephone and service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.

3.13 Teacher Retirement System Contribution. The District shall reimburse the Superintendent an amount equal to the employee's share of contributions to the Teachers Retirement System of Texas, less any applicable payroll taxes. Such reimbursement shall be paid through regular payroll distributions.

#### 4. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board upon recommendation of the Superintendent and approval of the Board. 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. The Board agrees to work with and support the Superintendent in achieving the District goals.

## 5. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this agreement. The evaluation format and procedure shall comply with Board policy and state law. A Copy of each evaluation of the Superintendent and any other memos from the Superintendent shall be maintained by the Superintendent for the Board of Trustees in a confidential file in the Central Office.

## 6. Renewal or Nonrenewal of Employment Contract

6.1 Renewal/Non Renewal. Renewal or nonrenewal shall be in accordance with Texas Education Code Chapter 21, Subchapter E., and Board Policy.

## 7. Termination of Employment Contract

7.1 Mutual Agreement. This Contract shall 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.

7.2 Retirement or Death. This Contract shall be terminated upon retirement or death of the Superintendent.

7.3 Consolidation. A determination by the Board that consolidation of the District with one or more other school districts requires that the Contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

7.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at anytime for good cause in accordance with Texas Education Code sections 21.211,21.212 (d) and Board Policy.

7.5 Termination Procedure. In the event the Board terminate this Contract for "Good Cause", the Superintendent shall be afforded all rights set forth in the Board's policies, and State and Federal law.

7.6 Resignation. The Superintendent shall be entitled to resign his employment with the District as provided by the Texas Education Code subChapter 21.212 (e) and other applicable laws.

## 8. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Orange County, Texas, unless otherwise provided by law.

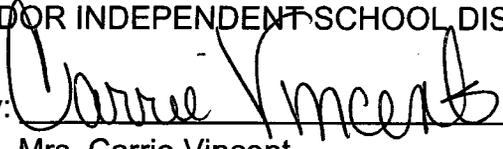
8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between terms, conditions and provisions of this Employment Contract and the provision 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.

8.4 Savings Clause. In the event any one or more of the provision contained in this Contract shall for any reason, to be held to be invalid, illegal, unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and Contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

Executed on this the 20th day of August, 2018.

VIDOR INDEPENDENT SCHOOL DISTRICT

By:   
Mrs. Carrie Vincent  
Board President

SUPERINTENDENT

By:   
Dr. Jay Killgo  
Superintendent of VISD Schools

ATTESTED

By:   
Mr. Mike Marion  
Board Secretary