

STATE OF TEXAS §  
§  
COUNTY OF BELL §

## SUPERINTENDENT'S TERM CONTRACT

Pursuant to §11.201 of the Texas Education Code, this Superintendent's Term Contract is entered into by and between the BOARD OF TRUSTEES ("Board") of the KILLEEN INDEPENDENT SCHOOL DISTRICT ("KISD" or "the District") and Dr. Jo Ann Fey ("Superintendent"). The Board and the Superintendent, for and in consideration of the terms stated in this Contract, do hereby agree to the following terms and conditions of employment of the Superintendent of KISD:

NOW, THEREFORE, pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

### I. Term

1.1 *Term.* The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on July 1, 2024, and ending on June 30, 2027.

1.2 *Extension.* KISD may, by action of the Board and with the consent of the Superintendent, extend the term of this term Contract.

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

### II. Employment

2.1 *Duties.* The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for KISD, as prescribed by Texas law and in the adopted job description. The Superintendent may be assigned additional duties, or her job responsibilities may be changed by action of the Board, subject to applicable law; all duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent 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 Superintendent shall perform the duties of the Superintendent of Schools for KISD with reasonable care, diligence, skill, and expertise, and shall, except as set forth herein, devote substantially all of her time, skill, labor, and attention to her employment and the performance of these duties during the term of this term Contract.

2.2 *Professional Certification.* The Superintendent shall at all times during employment by KISD hold a valid certificate required of a Superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. This Contract is void if the Superintendent's certification expires, is cancelled, or is revoked.

2.3 *Representations.* The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, intentionally made, or fraud by the Superintendent in or concerning any required records or the employment application, may be grounds for termination or nonrenewal, as applicable.

2.4 *Criminal History.* The Superintendent represents that she has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and her employment is contingent upon such results being both consistent with information previously disclosed to the Board and acceptable to the Board. Other than traffic violations, the Superintendent agrees that she will notify the Board in writing within three (3) calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication occurring during the term of this Contract.

2.5 *Board Meetings.* The Superintendent shall 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. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

2.6 *Criticisms, Complaints.* The Board, individually and collectively shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either (a) 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 within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.7 *Residence.* The Superintendent shall live within the District boundaries while employed as Superintendent of the District.

### **III. Compensation and Benefits**

3.1 *Base Salary.* The District shall provide the Superintendent with an annual base salary in the sum of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00). The annual base salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. On July 1<sup>st</sup> of each year during this Contract, beginning July 1, 2024, the Superintendent shall receive the greater of 1) the same percentage salary increase as granted to the category of professional employees (teachers and certified administrators) of the District or 2) the Salary Adjustment made in accordance with Section 3.2 of this agreement. This increase will take effect the same pay period as the salary increase awarded to professional employees.

3.2 *Salary Adjustments.* At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions, but in no event shall the Superintendent be paid less than the salary set forth in 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 written addendum to this term Contract or a new contract shall be issued. Subject to and without waiving any Constitutional and/or other legal challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032.

3.3 *Vacation, Holidays, Leave Benefit.* The Superintendent may take the same number of days of vacation/leave authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times and may be accrued consistent with other professional employees of the District. The Superintendent shall notify the Board President of vacation/leave days and such days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term Contract. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. Except as expressed herein, the Superintendent shall be subject to the leave policies applicable to all employees as stated in Board policy.

3.4 *Insurance.* The District shall pay the same premiums for hospitalization and major medical insurance coverage and any other insurance benefits for the Superintendent, pursuant to the group health care plan(s), as provided by the District for its administrative employees.

3.5 *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 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. The Board encourages the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 seminars, courses, or meetings. The Superintendent will provide advance notice to the Board President regarding her participation in professional growth activities. The District agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills as the Board may deem appropriate. The District shall bear the reasonable cost and expense for such attendance and membership.

3.6 *Civic Activities.* The Board encourages the Superintendent to become a member of and participate in community and civic affairs, 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, provided that such responsibilities do not interfere with the performance of her duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership of up to four (4) local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 *Outside Consultant Activities.* With prior notice to the Board, 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 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, and Board policy. The Superintendent will report potential and actual conflicts of interest.

3.8 *Business Expenses.* The District shall 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 the Superintendent for travel outside the District in performance of her duties. Such actual or incidental costs may include, but are not limited to mileage, 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.

3.9 *Automobile.* The District shall reimburse the Superintendent for out-of-District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The reimbursement will be at the highest rate allowed by IRS rules at the time the expense was incurred for miles traveled. In addition, the Superintendent shall receive an annual travel stipend of seven thousand three hundred forty-four dollars (\$7,344) to be paid in twelve (12) equal monthly installments.

3.10 *Cell Phone Allowance:* The District shall pay the Superintendent a cell phone allowance of One Hundred and No/100 Dollars (\$100.00) per month for the purchase and maintenance of a cell phone used, in whole or in part, in the performance of the Superintendent's duties. This payment is in lieu of reimbursement for similar expenses associated with the Superintendent's cell phone.

3.11 *Insurance - Professional Legal Liability.* The District shall obtain, if available, and provide Professional Legal Liability Insurance coverage with the Superintendent as the named insured, against liability in a limit of not less than \$2,000,000 aggregate, and the District shall pay the deductible for any claim made against the Superintendent under such policy. The Superintendent shall be named as an insured under the District's Errors and Omissions General Liability Insurance Policy, and the District shall pay the deductible for any claim made against the Superintendent under such policy.

3.12 *Indemnification.* To the extent it may be permitted to do so by applicable law, including, but not limited to the Texas Civil Practice & Remedies Code, the District agrees 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 the Superintendent in the Superintendent's individual or official capacity as Superintendent of the District while acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees where it is determined that the 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 the Superintendent. In no event will any individual Board member be considered personally liable for indemnifying the Superintendent against such demand, claims, suits, actions, or legal proceedings. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. Likewise, the District shall not be required to pay any costs of any legal proceeding in the event the District and the Superintendent are adverse parties. The selection of the 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. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section 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 shall survive the termination of this Contract.

3.13 *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 member contribution to the Texas Teacher Retirement System ("TRS") 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.

3.14 *Personal Protection.* The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears in danger due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary costs incidental to the protection of the Superintendent and the Superintendent's family as the Board may deem necessary; provided, however, that such protection will initially be sought from the police/sheriff's department or the appropriate governmental authority having jurisdiction in the District.

3.15 *Annual Physical Examination.* The Superintendent shall undergo an annual physical examination by December 1 to be performed by a licensed physician selected by the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

3.16 *Benefits.* In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees 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 the other benefits not expressly provided herein, at the Board's sole discretion.

#### **IV. Annual Goals**

4.1 *Development of Goals.* The Superintendent will meet with the Board to initiate the Annual District Goal Setting process. The Superintendent and staff will work in coordination with the District-Level Planning and Decision-Making Committee to develop a proposed list of District Goals and plan for implementation for the Board's consideration. The final goals approved by the Board will be memorialized in writing ("District Goals") and reflected in Board minutes and will be among the criteria on which the Superintendent's annual written evaluation is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive, and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

## V. Review of Performance

5.1 *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 term Contract. The evaluation and assessment 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. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate.

5.2 *Confidentiality.* Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed meeting and the evaluation instrument 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 instrument with their respective legal counsel.

5.3 *Evaluation Format and Procedure.* The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall inform the Superintendent in a timely manner. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall meet with the Superintendent to discuss each written evaluation. The Board shall devote at least a portion of one executive session annually to a discussion of the working relationship between the Superintendent and the Board. If 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

## VI. Suspension, Nonrenewal, or Termination of Contract

6.1 *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 are mutually agreed.

6.2 *Resignation.* The Superintendent may leave the employment of the District 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.

6.3 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Chapter 21 of the Texas Education Code.

6.4 *Suspension.* In accordance with Chapter 21 of the Texas Education Code, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6.5 *Termination.* The Board may dismiss the Superintendent during the term of this Contract for good cause as determined by the Board as provided by Chapter 21 of the Texas Education Code.

6.6 *Nonrenewal, Termination, or Suspension Without Pay Procedure.* In the event that the

Board proposes to nonrenew or terminate this Contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

6.7 *Appeal.* If the Superintendent is aggrieved by the Board's decision to suspend without pay, nonrenew, or terminate this employment Contract, she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

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

## **VII. Miscellaneous**

7.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performed in Bell County, Texas, unless otherwise provided by law.

7.2 *Complete Agreement.* This Contract embodies the entire understanding between the parties and cannot be varied or amended except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent for the term set forth herein are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term Contract.

7.3 *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, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

7.4 *Savings Clause.* In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

7.5 *Legal Representation.* Both parties have had the opportunity to consult with legal counsel in the negotiation and execution of this Contract.


7.6 *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.

EXECUTED at Killeen, Texas, pursuant to action of the Board of Trustees at a lawfully called meeting held on Aug 7, 2024.

**KILLEEN INDEPENDENT SCHOOL DISTRICT**

By:   
Brett E. Williams: President, Board of Trustees

ATTEST:

By:   
Marvin Rainwater, Secretary, Board of Trustees

**SUPERINTENDENT**

By:   
Dr. Jo Ann Fey

Executed this 7th day of August, 2024.