

**PROSPER INDEPENDENT SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

STATE OF TEXAS

COUNTY OF COLLIN

THIS CONTRACT, made and entered into by and between the PROSPER INDEPENDENT SCHOOL DISTRICT, and DR. DREW WATKINS.

WITNESSETH:

It is hereby agreed by and between the Board of Trustees of the PROSPER INDEPENDENT SCHOOL DISTRICT, located in Collin County in the State of Texas, hereinafter, called the "Board" and DR. DREW WATKINS, hereinafter called "Superintendent", that the said Board in accordance with the Texas Education Code, Chapter 11, Subchapter E, Sec. 11.201, and as recorded in the official minutes of the meeting of the Board held on the 16th day of January, 2017, had and does employ DR. DREW WATKINS as Superintendent of Schools, to serve in this capacity for twelve (12) months per year for a period of five (5) years, commencing on the 1st day of July, 2017, and ending on the 30th day of June, 2022. Both parties agree that the Superintendent shall perform the duties of Superintendent of Schools in the District as provided by the laws of the State of Texas, by the policies, rules and regulations which the Board of Trustees is empowered to adopt under the laws of the State of Texas, and under the terms agreed to by both parties as witnessed below:

1. DUTIES

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 in the job description, policy manual and as may be assigned by the Board, and shall comply with all 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 the District with reasonable care, diligence, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2. SALARY

In consideration of the following compensation, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The salary shall be Two Hundred and Eighty-Five Thousand and No/100 (\$285,000) dollars per year. The annual salary shall

be paid in equal monthly installments in accordance with the policy of the Board regarding payment of other professional staff members of the school district.

3. SALARY ADJUSTMENT

The Board of Trustees retains the right to adjust the annual salary of the Superintendent of Schools at any time during the term of the contract. Said salary adjustment shall be in the form of a new contract or performance bonus and shall not reduce the annual salary (and benefits) below the figures agreed to below any previously adjusted amount.

4. COMPLIANCE WITH CERTIFICATION REQUIREMENTS

The Superintendent shall furnish throughout the term of his employment as Superintendent of Schools, a valid and appropriate certificate to act as Superintendent of Schools in the State of Texas, as prescribed by the laws of this State and by the regulations of the Texas State Board of Education.

5. MEDICAL

The Board agrees to pay the Superintendent annual supplemental pay in the amount of \$17,800.00 (Seventeen Thousand Eight Hundred and No/100 Dollars). This annual supplemental pay shall be paid in equal installments consistent with the Board's policies and will increase annually to correspond with annual premium for TRS Active Care provided for all employees. The Superintendent is to use his own private funds to personally and directly pay for any and all premiums for medical (including but not limited to health, dental, disability, and vision) that would exceed the approved annual contribution to all PISD employees.

6. TRAVEL AND TELECOMMUNICATION EXPENSES

A travel expense allowance for official school business shall be paid to the Superintendent by the Board in the sum of One Thousand and No/100 (\$1,000.00) dollars per month in addition to the above salary. Such sum shall be paid monthly and shall cover all mileage and transportation allowances for travel within the boundaries of PISD by the Superintendent on official school business.

The Board shall provide and pay expenses of the Superintendent for official trips on school district business outside the district on a cost basis.

An administrative stipend shall be paid to the Superintendent in the sum of Three Hundred and No/100 (\$300.00) dollars in addition to the above salary for the purpose of telecommunications support. Such sum shall be paid monthly.

7. LIFE INSURANCE AND TRS

The Board shall pay Three Thousand and No/100 (\$3,000.00) dollars per year for life insurance determined by the Superintendent.

The Board agrees to pay the Superintendent annual supplemental pay in the amount of (actual cost of TRS required contribution) to be paid in equal installments consistent with Board policies.

8. PROFESSIONAL ACTIVITIES NOT DIRECTLY RELATED TO THE SCHOOL DISTRICT

The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national level upon advice to and consent by the Board, with expense of such attendance to be borne by the school district. The Board shall pay the annual fees and other dues of the Superintendent to not more than two (2) state professional organizations and not more than two (2) national professional organizations.

The Board will pay the expenses of the Superintendent to participate fully in the work of appropriate professional associations to the extent the holding office or accepting the responsibility of assignments if elected or appointed and shall undertake writing, consultative work, teaching and speaking engagements, provided, however, that the extent of such activities does not detract from the performance of his duties and responsibilities as Superintendent of Schools.

9. CIVIC ACTIVITIES

The Superintendent is encouraged to participate in community and civic affairs, and the Board shall pay the Superintendent's dues for the local chamber of commerce and one (1) other civic club.

10. VACATIONS, HOLIDAYS, AND SICK LEAVE

The Superintendent may observe the same legal holidays as provided by the Board policy for other professional staff on twelve-month contracts. In addition, the Superintendent shall be allowed two (2) weeks of paid vacation per year, provided that such vacation time will be taken at such a time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

11. INDEMNIFICATION AND DEFENSE

The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims demands, actions, or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of duties as Superintendent of the District, to the fullest extent permitted by law, except for internal investigations conducted by the District and expressly authorized by the Board. The District has no obligation to indemnify, defend or hold the Superintendent harmless regarding any claims, demands, actions, or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction to have acted with gross negligence or malice; to have acted with the intent to violate a person's clearly established legal rights; or to have engaged in criminal conduct.

In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent.

12. 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 consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's evaluation, the Superintendent's performance or needed improvement, the Superintendent's salary or benefits as set forth in this Contract, or for the 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.

13. ANNUAL PHYSICAL EXAMINATION

The Superintendent of Schools may undergo a comprehensive medical examination at least once each year throughout the term of this contract and provide to the Board a statement certifying the physical competency of the Superintendent to perform the duties of the position. Such statement shall be maintained in the files of the Board and shall be treated as confidential. The medical examination shall be conducted by a physician of the Superintendent's choosing who is licensed to practice under the Medical Practices Act of the State of Texas. The cost of said medical examinations shall be paid by the District.

14. ANNUAL REVIEW AND APPRAISAL

The Board shall evaluate and assess in writing the Superintendent's performance at least once a year (January) during the term of the Contract. The evaluation shall include both formative (monthly) and summative elements, and the format and procedure of such evaluation shall comply with Board policy and state and federal law.

15. NO TENURE

The Board has not adopted any policy, rule, regulation, 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 beyond the contract term.

16. EXTENSION OF EMPLOYMENT CONTRACT

At any time during the Contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.

17. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

Renewal or nonrenewal shall be in accordance with the Texas Education Code Chapter 21, Board policy and applicable law.

18. REASSIGNMENT

The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

19. DISMISSAL PROVISIONS

This Contract may be terminated in accordance with Texas Education Code Section 21.211. In the event that the Board terminates this Contract for "good cause", the

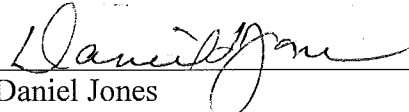
Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

20. GENERAL

The Superintendent and Board shall fulfill all aspects of this Contract. Any exception thereto shall be by mutual consent of both parties and attached as an amendment hereto. 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 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.

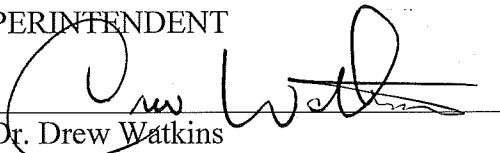
EXECUTED this 16th day of January, 2017.

PROSPER INDEPENDENT
SCHOOL DISTRICT

By: 
Mr. Daniel Jones
President, Board of Trustees

By: 
Mrs. Mary Lou Smith
Secretary, Board of Trustees

SUPERINTENDENT

By: 
Dr. Drew Watkins