Georgetown Independent School District
SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS	§
	§
COUNTY OF AUSTIN	§

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective this 4th day of August 2025, by and between the Board of Trustees (the "Board") of Georgetown Independent School District and Devin C. Padavil ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201, and Chapter 21 of the Texas Education Code, have agreed, and do hereby 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 three (3) year term commencing on August 1, 2025. A contract year shall run from August 1st through the following July 31st for each subsequent year during the term of this Contract or any extension of the contract ("Contract Year"). Each year on August 1st, beginning August 1, 2025, this contract shall automatically extend for an additional year, unless the Contract is nonrenewed or terminated, as provided herein under Articles VI or VII.

1.2 **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.

II. Employment

2.1 **Duties.** The Superintendent is the educational leader and the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Board Policy 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. Specifically, it shall be the duty of the Superintendent to:

a. Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

b. Provide leadership for the attainment and, if necessary, improvement of student

performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;

c. Employ or recommend for employment all personnel and to dismiss noncontractual employees on an at-will basis;

d. Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent, except as provided by Section 11.202 of the Texas Education Code ("Code");

e. Organize the District's central administration;

f. Organize, reorganize, and arrange the staff of the District;

g. Prepare recommendations and/or revisions for policies to be adopted by the Board and oversee the implementation of adopted policies;

h. 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;

i. Manage the day-to-day operation of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operation;

j. Oversee compliance with the standards for school facilities established by the Commissioner;

k. Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;

l. Ensure adoption of a student code of conduct, as required under Section 37.001 of the Code and enforcement of that code of conduct, and adoption and enforcement of other student disciplinary rules and procedures as necessary;

m. Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract;

n. Accept resignations of the employees of the District consistent with Board policies and federal and state law, except the Superintendent's resignation, which must be accepted by the Board;

o. Submit reports as required by state or federal law, rule, or regulations;

p. Submit reports as requested by Board of Trustees;

q. Provide joint leadership with the Board of Trustees to ensure that the responsibilities

of the Board and Superintendent team are carried out; and

r. Perform any other duties lawfully assigned by action of the Board of Trustees.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

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

2.3 **Board Meetings.** Unless otherwise prohibited by law, 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 Contract or the Superintendent's salary and benefits as set forth in this 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. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.4 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer 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.

2.5 **Legal Defense/Indemnification.** The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District if the incident in question arose while the Superintendent was acting within the course and scope of her employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of her employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party

under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided under any such contract of insurance. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The Superintendent shall reasonably 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 and the obligation of the District under this paragraph shall continue after the termination of this Contract.

2.6 **Professional Certification.** 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 State Board for Educator Certification or the Texas Education Agency and all other certificates required by law.

2.7 **Residency Requirement:** As a condition of this Contract, the Superintendent shall maintain residency within the boundaries of Georgetown Independent School District.

2.8 **Annual Executive Physical Examination.** The Superintendent shall undergo an annual executive physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent pe1mitted by law. The District shall pay the reasonable costs of each annual executive physical examination. The examination shall be performed on or before January 31 of each year of this Agreement.

2.9 **Consultant and/or Other Work Activities.** The Superintendent agrees to devote his time, skill, labor, and attention to performing her duties, and may only undertake consulting work, speaking engagements, writing, lecturing, teaching, and other professional work/duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District with formal board approval. Consultation and/or other work activities performed or provided by the Superintendent under the terms and conditions of this paragraph shall be consistent with state and federal law.

III. Compensation

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of Two Hundred Seventy Thousand and No/100 Dollars ($270,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policy.

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, 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 made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Insurance.** The District shall pay for coverage for group health and hospitalization, dental and vision insurance for the Superintendent on the same basis as other administrative employees on twelve-month contracts. The Superintendent shall pay for any additional coverage or insurance for himself or for his family.

3.4 **Teacher Retirement System of Texas.** The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). 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 payroll installments and shall be reported as "creditable Compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.5 **Supplemental Retirement Plan Contribution.** For each payroll period during the Term of this Contract, including any extensions thereof, the District shall add to the Salary of the Superintendent the amount necessary to contribute the maximum combined voluntary contribution amount allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year as indexed, including the age-based catch-up provisions, if applicable. One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.6 **Vacation, Holiday and Personal Leave.** The Superintendent is entitled to the same number of days of state and local leave each year and shall observe the same legal holidays as authorized by Board policies for administrative employees on 255-day contracts.

The Superintendent may take leave for vacation in a single period or at different times, provided, however, that he must take any leave for vacation at such time or times as will least interfere with the performance of his duties as set forth in this Agreement and as otherwise required by Board policies. The Superintendent may accrue local leave from year to year, but any accrued unused local leave will be forfeited at the end of the Superintendent" employment with the District and the Superintendent will not be entitled to be paid for any such accrued unused leave.

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 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 shall encourage 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. Reasonable expenses of such approved professional growth activities and professional dues will be borne by the District.

3.8 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

3.9 **Other Business Expenses.** The District will pay or reimburse the Superintendent for reasonable and necessary travel and other business expenses directly incurred by the Superintendent in the continuing performance of his duties under this Agreement. The District agrees to pay the actual and reasonable costs incurred by the Superintendent for travel outside of the District; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses included in the performance of the business of the District. The Superintendent shall provide the Board President with prior notice of any travel outside the District on District business. For travel outside of the District, the District will pay or reimburse the Superintendent for mileage at the District's approved reimbursement rate. The Superintendent must comply with all procedures and documentation requirements in accordance with Board policies related to reimbursement of travel and business expenses.

IV. Annual Performance Goals

4.1 **Development of Goals.** On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess the performance of the Superintendent in writing annually at least once each year during the term of this agreement, and may do so more often at its discretion. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to the Regular Called Board Meeting in July. The evaluation format and procedure shall be in accordance with 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.

5.2 **Confidentiality.** Unless the Superintendent specifically requests otherwise in accordance with applicable law, all meetings, conferences, and discussions by the Board concerning the Superintendent's performance shall be held in closed, executive session and 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 with their respective legal counsel.

VI. Nonrenewal of Employment Contract

6.1 **Nonrenewal.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. Termination of Employment Contract

7.1 **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 may be mutually agreed upon.

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with state law and Board policy.

7.4 **Termination Procedure.** In the event the Board proposes the termination of 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.

Article VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Williamson 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 the terms, conditions and provisions of this Employment 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.

8.4 **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 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.

SIGNATURE PAGE FOLLOWS

GEORGETOWN INDEPENDENT SCHOOL DISTRICT

By: _____

James Scherer, President
Board of Trustees
Georgetown Independent School District

Date: 8/6/25

SUPERINTENDENT

By: _____

Devin C. Padavil

Date: 8/6/25