



Houston  
Dallas  
Austin

J. David Thompson  
Partner

(713) 554-6752 Office  
(713) 583-8884 Fax

dthompson@thompsonhorton.com

Thompson & Horton LLP  
Phoenix Tower, Suite 2000  
3200 Southwest Freeway  
Houston, Texas  
77027-7554

August 7, 2025

Board of Trustees  
Killeen Independent School District  
200 N. WS Young Drive  
Killeen, Texas 76543

RE: Engagement of Thompson & Horton LLP for Superintendent Selection Process

Dear Board of Trustees:

We are very pleased that the Board of Trustees of the Killeen Independent School District has selected Thompson & Horton LLP (Firm) as the search consultant to the District to assist the District with its search for a new Superintendent of Schools. For the District to receive the maximum benefit from this representation, we believe it is helpful to define the expectations for the relationship. The purpose of this engagement letter is to set forth the roles and responsibilities to both the Firm and the District.

1. Scope of Engagement. As search consultant for the District, we will provide services related to the District's selection of its superintendent in accordance with the following:
  - a. We will assist the Board of Trustees in recruiting and reviewing candidates that the Board may wish to consider for the position.
  - b. We will assist the Board of Trustees in preparing for an evaluation process of any candidate the Board may wish to consider.
  - c. We will assist the Board of Trustees in soliciting and considering community input regarding the search.
  - d. We will assist the Board of Trustees in preparing for the interview process with any candidate that the Board may wish to consider.
  - e. We will furnish interview questions for the Board of Trustees to utilize with any candidates that the Board may wish to consider.
  - f. We will assist the Board of Trustees in the preparation of a final contract document with any candidate that the Board shall identify as its finalist for the position.



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2. Fees. Our total consultant fee, not including incidental charges, for assisting the Board in this process is \$24,000, plus Incidental Charges.
3. Incidental Charges. In addition to our fees, we will only charge for items incidental to the performance of our consulting services, such as advertising, and travel expenses at coach rates or mileage rates approved by the Internal Revenue Code, and hotel accommodations (at mid-level rates) for us and for any candidates the Board may choose to invite to interview. These charges will be itemized on our billing invoice to be submitted as set forth in number 4 below; supporting documentation for such charges will be provided at the District's request.
4. Invoices. We will submit one invoice at the successful conclusion of the selection process. The District agrees to pay the statement within thirty (30) days after receipt. The Board is encouraged to review the statement and discuss any question with us concerning the level of activities and the nature of the services rendered.
5. Cooperation. To enable us to render effective consulting services, we ask the District to agree to advise us of all facts and keep us informed of all developments relating to the matters referred to us by the District. We necessarily must rely on the accuracy and completeness of the facts and information the District provides us. Also, we cannot address any concerns with our representation unless we have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of our representation, please call us so the concerns may be addressed at the earliest possible time.
6. "At-Will" Engagement. Our engagement by the District is "at-will" and may be terminated by either of us at any time by written notice to the other party. In the event of such termination, the District is only responsible for payment for Incidental Charges incurred through the date of termination.
7. Documents. An essential factor in the Firm's ability to effectively perform its services to its clients is the Firm's ability to ensure confidentiality of all documents submitted to the Firm by all candidates in the search process. As such, the Firm maintains all candidate documents submitted to the Firm as its proprietary information, and candidates that submit



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information to the Firm do so in reliance upon this promise of confidentiality (hereinafter, all documents submitted by candidates for the superintendent search are referred to as “proprietary information”). Disclosure of this proprietary information could cause substantial harm to the competitive position of the Firm and the candidates. As such, the District may not disclose the Firm’s proprietary information to any third party without the Firm’s express permission. We will retain all proprietary information in our files for a limited time before destroying them in accordance with our Firm’s record retention program.

8. Post-Search Guarantee. If for any reason the individual whom the Board of Trustees hires to become the Superintendent of Schools leaves the District within one year of assuming the position, the firm will work with the Board of Trustees to conduct another search at no charge to the District. Should the Superintendent who is selected by the Board leave the District any time in the second year of service, the firm will work with the Board of Trustees to conduct another search at one-half of the agreed upon fee, plus Incidental Charges.

Sincerely,

David Thompson

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

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

President, Board of Trustees  
Killeen Independent School District