
Superintendent Term Contract

This Superintendent Term Contract (“Contract”) is entered into between the Board of Trustees (the “Board”) of Katy Independent School District (the “District”) and Dr. Ken Gregorski (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, hereby agree as follows:

1. **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept continued employment as Superintendent of Schools for the District for a term commencing on first day of January 2022, and ending on the 31st day of December, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any offense other than a Class C misdemeanor. The Superintendent agrees to provide such notification in writing within three (3) calendar days of the event.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any materially false statements, misrepresentations, omissions of requested information knowingly made, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board and as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.4 **Liability Insurance:** The District's Professional Liability insurance 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 this Contract. During the Term of this Contract, the Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District.
- 4.5 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, and only in the event that the District's professional liability insurance does not provide coverage to the Superintendent, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that 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 Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 4.5 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 4.5 shall survive the termination of this contract.

4.6 **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, subject to the Board President's approval shall attend such meetings.

4.7 **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 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.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary.** The District shall pay the Superintendent an annual salary of three hundred fifty-five thousand five hundred twenty dollars (\$355,520.00), which amount shall be automatically increased on July 1st of each year during the Term of this Contract, or any extension thereof by an amount equal to the greater of the highest percentage raise given to the District's teachers or a percentage mutually agreeable to the Board and the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies unless otherwise detailed in this Contract. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided in this Contract, at the Board's sole discretion.

(a) **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, twenty (20) days of vacation annually, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days, up to a maximum of 10 days annually, shall accumulate and carry forward from year to year during the term of this Contract. On June 30th of each year during the term of this Contract or any extension thereof, or when the Contract is terminated either voluntarily or involuntarily, the Superintendent may choose to surrender accrued but unused vacation and receive a lump sum cash payment for such days for the ending Contract Year at his then current daily rate of pay under this Contract, to be calculated by dividing his annual salary by 238 days. If this Contract or any extension thereof is terminated by the Superintendent's retirement, the Superintendent shall receive a lump sum cash payment for up to forty-five (45)

accrued but unused accumulated state and local leave days at his then current daily rate of pay under this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

(b) **Insurance.** The District shall pay the same premiums for hospitalization and major medical, dental and vision insurance coverage for the Superintendent pursuant to the group health care plan as provided by the District for its administrative employees on twelve-month contracts. The Superintendent shall pay for any additional coverage or insurance for himself or his family.

- 5.3 **Expenses.** The District shall pay or 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 of the Region 4 Education Service area ("Region 4 ESC"). Such actual or incidental costs may include, but are not limited to, gasoline, 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.
- 5.4 **Automobile Allowance.** The Board shall provide the Superintendent with an automobile allowance for in-District travel in the sum of One Thousand and No/100 Dollars (\$1,000.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out of Region 4 ESC travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract in accordance with Section 5.4.
- 5.5 **Mobile Telephone Allowance.** The District shall provide the Superintendent with a mobile telephone allowance to cover all expenses, if any, for a mobile telephone in the sum of One Hundred and No/100 Dollars (\$100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service ("Personal Account") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the 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.
- 5.6 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including service organizations and clubs. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will get approval from the Board President. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. Subject to advance Board approval, the District shall

reimburse the Superintendent for the reasonable expenses of membership in all local civic organizations in which the Superintendent participates and related travel outside of Region 4 ESC.

- 5.7 **Professional Organizations.** 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and the American Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership in accordance with section 5.3.
 - 5.8 **Outside Consultant Activities.** Subject to Board approval in advance, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside of 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 a 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.
 - 5.9 **Residence in District.** As a condition of employment with the Katy Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.
 - 5.10 **Teacher Retirement System of Texas.** The District shall pay the Superintendent a salary supplement in an amount equal to the Superintendent's portion of the monthly contribution to the Teachers Retirement System of Texas ("TRS") required for the Superintendent. The additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.
6. **Review of Performance.**
 - 6.1 **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 Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the

Superintendent's job description.

6.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in 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.

6.3 **Evaluation Format and Procedures.** 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, the Board shall provide the Superintendent with notice of the new instrument a reasonable period of time before the evaluation in order to permit the Superintendent to adjust his performance to meet any new or changed expectations established by a new instrument.

7. **Extension/NonRenewal/Termination/Suspension of Employment Contract**

7.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

7.2 **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board, in accordance with Texas law as it currently exists or may later be defined.

7.3. **Termination of Contract.** The Board may dismiss the Superintendent during the term of the Contract for good cause. Termination of this Contract will be pursuant to Texas Education Code chapter 21. 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.

7.4. **Resignation of Superintendent.** 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. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

7.5 **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.

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

8. **General Provisions.**

8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

- 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 8.5 **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.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 8.7 **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, 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.

9. **Notices.**

- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

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9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

This Contract is effective January 18, 2022, upon final execution of the signatures listed below.
EXECUTED this 18th day of January 2022.

KATY INDEPENDENT SCHOOL DISTRICT

By: Gary Schmitt 1/18/22
President, Board of Trustees

ATTEST:

By: Dawn Champagne
Secretary, Board of Trustees

SUPERINTENDENT:

By: Dr. Kenneth Gregorski
Dr. Kenneth Gregorski