

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This agreement ("Contract") is made and entered into by and between the Board of Trustees ("Board") of the Katy Independent School District ("District") and Alton Frailey ("Superintendent") of Katy, Texas.

WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms herein established and pursuant to Chapter 21 and Section. 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree as follows:

1. TERM

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term of five (5) years, commencing on July 1, 2010 and ending on June 30, 2015. The contract year shall be from July 1 through June 30. The Board may, solely at its discretion, extend the term of this contract as permitted by state law. Any extension will be with the consent and acceptance of the Superintendent.

2. 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 the District as prescribed in the Board Policy job description, state law, 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 adopted or amended during the term of this Contract. The Superintendent agrees to 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.

(a) The Superintendent shall recommend for employment, subject to Board approval, all professional employees of the District. The Superintendent shall employ all other personnel consistent with the Board's policies.

(b) The Superintendent shall direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law.

(c) The Superintendent shall organize, reorganize, and arrange the staff of the District, and 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 and to notify the Board when such activities are accomplished.

(d) The Superintendent shall accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board.

2.2 Professional Certification Records. 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 to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and all other certificates required by law. Further, the Superintendent must provide the Board of the District with proof of such certification, as well as experience records, college transcripts, verification of earned degrees, medical records, oath of office, proof of criminal records check, his Social Security Number, and other records required for the personnel files or payroll purposes. The Superintendent shall maintain and furnish to the Board evidence of his maintaining throughout the life of this Contract these required documents. Failure to maintain the necessary certification shall render this Contract void, and any material misrepresentations in any records provided to the District may be grounds for termination.

2.3 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Nepotism. With the exception of any individuals already employed by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood).

2.5 Board Meetings. The Superintendent shall attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, his salary and benefits, and/or the Superintendent's evaluation and performance; to interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal to hear and resolve complaints. In the event of illness or approved absence, the Superintendent will appoint a designee to attend in his place.

2.6 Complaints. The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will investigate such matters and inform the Board of the results of such action. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.7 Indemnity. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any complaints filed with the

State Board of Educator Certification (SBEC), and/or in any legal proceeding against the Superintendent in his individual capacity or his official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have breached this Contract, committed official misconduct, violated Board policy and/or lawful directives of the Board, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with malice, with conscious indifference or reckless disregard, or with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are 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. 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 District's legal counsel. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending the Superintendent under this paragraph. 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 District's obligation under this Paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. The Superintendent shall fully 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 shall continue after the termination of this Contract at no cost to the Superintendent. To the extent this Paragraph 2.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

2.8 Consulting. During the term of this Contract, the Superintendent will not engage in any consulting activities for a fee, or in any outside employment, without the prior consent of the Board. The Superintendent will comply with all District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract.

2.9 Residence. While the Superintendent is employed as Superintendent of the schools of the District, he will reside within the boundaries of the District.

3. COMPENSATION AND SALARY

3.1 Salary. Effective immediately upon the execution of all required signatures to the Contract, the District shall provide the Superintendent with an annual base salary in the sum of Two Hundred Eighty-Eight Thousand Four Hundred and no/100 Dollars (\$288,400.00) effective July 1, 2010. This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices. The annual full increase over the Superintendent's salary as of July 1, 2009, shall be paid so that the Superintendent will receive a lump sum payment of 7/12 of the full annual

increase on or before February 1, 2011, and the remainder of the full annual increase will be paid to the Superintendent in equal installments by the end of the 2010-2011 contract year consistent with Board policies and in accordance with the District's normal payroll practices. Effective July 1, 2011, the annual base salary of Two Hundred Eighty-Eight Thousand Four Hundred and no/100 Dollars (\$288,400.00) shall become the yearly amount and shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, at 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 pursuant to Paragraph 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Increases in salary shall be based on the Superintendent's annual performance evaluation and shall be at the discretion of the Board. Such adjustments, if any, shall be made pursuant to a formal Board action and they shall be in the form of a written addendum to this Contract or a new contract.

3.3 Business Expenses. In addition to the base compensation reflected in Paragraph 3.1, the Superintendent shall receive a One Thousand Three Hundred and no/100 Dollars (\$1,300.00) allowance per month during the Superintendent's employment with the District to cover the costs of all reasonable and necessary travel expenses within the District, and the reasonable and necessary costs of telecommunication access such as mobile phone service, a telephone line, and Internet access. This allowance shall be paid in accordance with the District's normal payroll practices on a monthly basis. Automobile travel outside the District shall be reimbursed at the approved federal rate of reimbursement. The District shall also reimburse the Superintendent for the reasonable costs of meals and incidental expenses associated with the Superintendent's work with staff members, Board members, community members, or other persons related to the performance of his duties as Superintendent. The District will supply an office computer, and other such equipment to support the performance of his duties under this Contract. All such equipment will remain the sole property of the District. The computer used by the Superintendent may be used for personal matters, provided that such personal use is legal and does not interfere with the use of the equipment for business purposes. The Superintendent shall maintain a personal account for mobile telephone service, a telephone line, and Internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of his Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent's Personal Accounts other than the monthly payment to the Superintendent of the business expense allowance stated herein. The District will provide a Blackberry or similar communication device as well as the service necessary for its operation which the Superintendent may use for both business and personal use, provided the personal use is legal and does not interfere with the use of the equipment for business purposes. All such equipment remains the property of the District.

3.4 Health and Disability Insurance and Coverage. During the Superintendent's employment with the District, the District shall pay the premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent and his dependents pursuant to the group health care plan provided by the District. During the Superintendent's employment with the District, the District shall pay the premium for long term and short term disability insurance coverage for the Superintendent that is available pursuant to the disability insurance plan provided by the District.

3.5 Purchase of Out-of-State Service Year Through Teacher Retirement System. Upon execution of all signatures required by this contract, the District will contribute for the Superintendent to the 403(b) Annuity under Section 3.8 a one time payment in an amount equal to \$27,063.24, which is the amount required for the Superintendent to purchase one year of out-of-state service through the Teacher Retirement System. The Superintendent shall be 100% vested immediately in such contribution to the 403(b) Annuity. The District shall make such contribution immediately after execution of the last signature required by this Contract, in the form of a lump sum payment. The Superintendent shall pay \$27,063.24 to the Teacher Retirement System by August 31, 2009 and provide proof of such payment to the Board President.

3.6 Life Insurance. During each of the calendar years 2010, 2011, 2012, 2013, and 2014 on or before December 15 of each such year, provided the Superintendent is employed by the District on each such date, the District shall pay the annual premium for the purchase of a term life insurance policy on the life of the Superintendent in the amount of \$500,000.00. The term life insurance policy provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, he is solely responsible for payment of the premiums on such a plan.

3.7 Annuity Benefit. The District shall establish for the Superintendent a qualified annuity or other investment account that meets the requirements of Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") ("403(b) Annuity"). The 403(b) Annuity shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) Annuity shall be established under a written plan document, as approved by the Board, that meets with the requirements of the Code and such documents are hereby incorporated herein by reference. The 403(b) Annuity is to be mutually acceptable to the Superintendent and to the Board and will be determined on an annual basis. In addition to the contribution specified in Section 3.5, the District shall contribute to the 403(b) Annuity during each of the calendar years 2009 and 2010, on or before December 31 of each such year, an amount equal to the lesser of (i) Sixteen Thousand Five Hundred and no/100 Dollars (\$16,500.00), or (ii) the yearly maximum amount the District may contribute to the 403(b) Annuity under Section 403(b) of the Code for and on behalf of the Superintendent without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made provided that the Superintendent receives a satisfactory rating on his performance evaluation completed by the Board for that year. The District shall contribute to the 403(b) Annuity during each of the calendar years 2011, 2012, 2013, and 2014 on or before December 31 of each such year, an amount equal to the lesser of (i) Twenty Two Thousand and no/100 Dollars (\$22,000.00), or (ii) the yearly maximum amount the District may contribute to the 403(b) Annuity under Section 403(b) of the Code for and on behalf of the Superintendent without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made provided the Superintendent receives a satisfactory rating on his performance evaluation completed by the Board for that year. The Superintendent shall vest in the annuity as follows:

- Amount contributed on or before December 31, 2009 – Superintendent vests on June 30, 2010 in 20% of the total annuity;
- Amount contributed on or before December 31, 2010 – Superintendent vests on June 30, 2011 in 40% of the total annuity;
- Amount contributed on or before December 31, 2011 – Superintendent vests on June 30, 2012 in 60% of the total annuity;
- Amount contributed on or before December 31, 2012 – Superintendent vests on June 30, 2013 in 80% of the total annuity;
- Amount contributed on or before December 31, 2013 – Superintendent vests on June 30, 2014 in 100% of the total annuity;
- Amount contributed on or before December 31, 2014 – Superintendent vests on June 30, 2015 in 100% of the total annuity.

The Superintendent shall at all times be 100% vested in the contribution specified in Section 3.5. In the event the Superintendent voluntarily resigns as Superintendent with or without the consent of the Board, his contract with the District is nonrenewed at the end of the contract term and he is no longer employed by the District in any capacity, or he is terminated by the District for good cause (as defined in Section 6.6) prior to June 30, 2015, the Superintendent shall be entitled to payment from the 403(b) Annuity only for the percentage of the total annuity he is vested in at the time of the ending of his employment with the District under these circumstances. In the event the Superintendent terminates employment with the District due to disability or dies prior to June 30, 2015, any unvested portion of the 403(b) Annuity shall become fully vested.

3.8 Effect of Termination on Compensation. In the event of termination of this Contract prior to the completion of the term of employment specified herein, for any reason, whether voluntary or involuntary termination of employment, the Superintendent shall be paid for the days worked and earned by him during the applicable contract year ("Days Worked") prior to the date of the termination at the per day rate, equal to the Superintendent's then current salary divided by 238 days computed pro rata up to the date of termination minus the amount of salary already paid to the Superintendent during the applicable contract year. The District shall pay the Superintendent for the Days Worked within 30 days of the date of the termination of the Superintendent's employment in the form of a lump-sum payment; provided, however, that the Superintendent shall have no right to designate the calendar year of payment. The Superintendent shall be entitled to no further compensation or benefits as of the date of termination except as otherwise provided by law or this Contract. This paragraph and its terms in no way limit the Superintendent's rights to damages for breach of this Contract or violation of the Superintendent's due process rights or any other rights under state or federal law.

4. OTHER BENEFITS

4.1 Administrative Benefits. The Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Board Policies.

4.2 Personal and Sick Leave. The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts. The Superintendent shall be entitled to the use of and accumulation of personal and sick leave in accordance with state law and Board Policy.

4.3 Duty and Non-duty Days. The Superintendent will work two hundred thirty eight (238) duty days each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each such year. This is the same number of duty days as for administrative employees on twelve month contracts. The Superintendent may take the same number of non-duty days and vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. Prior to taking vacation and non-duty days, the Superintendent will advise the Board President. Vacation days should be used by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts.

4.4 Annual Physical Examination. The Superintendent shall annually undergo a physical examination performed by a licensed physician in the Houston metropolitan area mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position. The Superintendent shall submit the confidential reports received from the health care professional who performs the examination to the Board President. The District shall pay all reasonable costs of the examination no later than December 31 of the year in which the examination occurs. The examination shall be conducted by May 1 of each year of the Contract. To the extent such confidential reports are maintained by the District, they shall be maintained as a confidential medical record to the extent permitted by law.

4.5 Civic and Professional Activities. The Superintendent is encouraged to engage in activities that lead to professional growth. Civic and Professional Activities fees shall be paid by the District for the Superintendent for his membership, attendance and participation in meetings and events involving local educational and community groups including, but not limited to, Rotary Club, Katy Area Economic Development Council, Chamber of Commerce, Region 4 Education Service Center, Harris County Department of Education and similar groups as a representative of the District. Meetings and events that will incur a cost or fee will be paid by the District. The Superintendent shall also attend and participate in meetings in or outside the Houston area as the representative of the District. These include, but are not limited to, such meetings as the Texas School Alliance, the Texas Fast Growth School Coalition, and meetings on legislative issues. He shall also attend and participate in appropriate professional meetings at the state and national levels such as, but not limited to, the Texas Education Agency Mid-Winter Conference for superintendents, meetings of the Texas Association of School Boards and the National School Boards Association, meetings of the Texas Association of School Administrators, meetings of the American Association of School Administrators, meetings of the Urban Superintendents Association of America, meetings of the Texas Association of Supervision and Curriculum Development, and meetings of the American Association of Supervision and Curriculum Development. Attendance at these meetings by the Superintendent shall not interfere with the required duties of the Superintendent within the District. The District will pay the reasonable and necessary costs associated with attendance including airline tickets,

costs of travel by car, hotel and accommodations, meals, rental cars, taxis and other similar expenses. Prior to all such travel, the Superintendent will advise the Board President. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. Provided that the Superintendent submits appropriate documentation in support of the expenses for which the Superintendent seeks reimbursement to the District no later than 90 days after the expenses were incurred and the conditions set forth in this Paragraph 4.6 have been satisfied, the reimbursement shall be paid to the Superintendent by the District as soon as administratively practicable thereafter but in no event later than 90 days after the expenses are submitted to the District. Notwithstanding anything to the contrary, the amount of expenses eligible for reimbursement under this Contract during the calendar year may not affect the expenses eligible for reimbursement in any other calendar year.

4.6 Personal Protection Benefit. 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 by the Superintendent of his professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police and/or sheriff's department of the appropriate governmental authority having jurisdiction in the District.

5. EMPLOYMENT PERFORMANCE

5.1 Development of Goals. On or before March of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District for the next school year. 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.

5.2 Review of Performance. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year, in June, during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, and lawful Board directives, and to the adopted annual goals referenced in Paragraph 5.1. A mid-year conference between the Board and the Superintendent concerning the achievement of these goals shall be held in January of each year. Information from the mid-year conference will be provided to the Superintendent in writing. The Superintendent shall remind the Board in writing within 30 days of the January and June meetings. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Unless the Board and Superintendent agree otherwise, all meetings, conferences, and discussions concerning the Superintendent's performance shall be held in closed, executive session and shall be considered confidential to the extent permitted by law.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article 5 of this Contract, 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, such modification must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

6. TERMINATION OF EMPLOYMENT 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 may be mutually agreed upon.

6.2 Non-Renewal of Contract. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

6.3 Death, Retirement. This Contract shall be terminated upon the death or retirement of the Superintendent.

6.4 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. The resignation must be addressed to the Board and filed no later than the forty-fifth (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.

6.5 Disability of Superintendent. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness or accident, he may use all accumulated but unused state sick leave days, local leave days, non-duty days and vacation days. After exhausting all accrued paid leave days, if the Superintendent cannot resume his duties, a determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of his material duties and obligations of employment, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all his rights to a hearing in consideration for the lump-sum payment of three months salary and benefits by the District upon termination of the Superintendent's employment with the District due to disability. The Superintendent shall be paid such lump-sum payment as soon as administratively practicable after the date of the Superintendent's termination of employment due to disability and incapability of resuming all of his material duties and obligations of employment; provided, however, that if the requirements for obtaining such payment are satisfied, such payment shall be paid no later than the 15th day of the third month following the date of the Superintendent's termination of employment with the District due to disability, and the Superintendent shall have no right to designate the calendar year of payment. During any period when the Superintendent is unable to perform any or all of his duties by reason of illness or accident, the Board may appoint a person as acting superintendent until the Superintendent is able to resume his duties if the Board determines it is in the best interests of the District to do so.

6.6 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause as determined by the Board, according to Board policy. The term "good cause" shall include, but not be limited to the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;

- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;
- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or,
- (s) Any other reason constituting "good cause" under Texas law.

6.7 Procedure for Good Cause Dismissal. In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in the Board's policies and applicable state and federal law.

7. MISCELLANEOUS

7.1 Governing Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Fort Bend County, Texas.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

7.3 Notification of Board Members. A copy of this Contract shall be provided to all present members of the Board of Trustees and to each new Trustee as they are elected.

7.4 Section 409A. Notwithstanding anything to the contrary, to the extent required by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"): (a) the amount of expenses eligible for reimbursement or to be provided as an in-kind benefit under this Contract during the calendar year may not affect the expenses eligible for reimbursement or to be provided as an in-kind benefit in any other calendar year; (b) the right to reimbursement or in-kind benefits under this Contract shall not be subject to liquidation or exchange for another benefit; and (c) no reimbursements shall be paid later than the last day of the calendar year following the calendar year that the expense was incurred.

7.5 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.

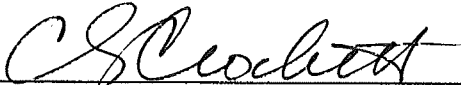
7.6 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as 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,


WITNESS OUR HANDS on the following:

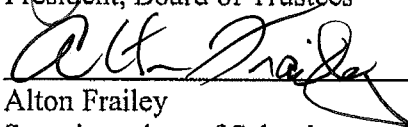
KATY INDEPENDENT SCHOOL DISTRICT

EXECUTED this, the 3 day of February 2011.

ATTEST:

By: 
Chris Crockett
Secretary, Board of Trustees

By: 
Judith Snyder
President, Board of Trustees

By: 
Alton Frailey
Superintendent of Schools

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