



Superintendent Contract

This Superintendent Contract (this "Contract") is entered into between the Board of Trustees (the "Board") of KATHERINE ANNE PORTER SCHOOL (the "School") and SUBHAS MATHEW (the "Superintendent").

The Board and the Superintendent, for and in consideration of the terms stated in this Contract and other good and valuable consideration shall and do hereby agree as follows:

1. TERM

1.1 Duration. The term of this Contract shall be for three consecutive school years, from September 6, 2022, until May 31, 2025. The School may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by Texas law.

1.2 No Right of 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created beyond the duration specified in Section 1.1. above.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of superintendent of the School in the County of Hays, in the State of Texas, as prescribed in the job description and/or Board policies and as may be assigned by the Board, from time to time, and shall comply with all Board directives, state and federal law, School policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the superintendent for the School with reasonable care, diligence, skill, and expertise and in a thorough, prompt, and efficient manner.

2.1.1 Authority: The Superintendent shall perform such duties and have such powers as may be prescribed by law and 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 duration of this Contract. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.1.2 Standard: Except as otherwise permitted by this Contract, the Superintendent agrees to devote full time and energy to the performance of the duties of the position of superintendent as described in this Contract. The Superintendent shall perform these duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

2.2 Representations. The Superintendent makes the following representations:

2.2.1 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 National Criminal History Record Information, if required by the School, Texas Education Agency, or State Board for Education Certification. The Superintendent understands and agrees that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.2.2 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. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

2.2.3 False Statements and Misrepresentations: The Superintendent represents that any and all records or information provided by the Superintendent in connection with employment under this Contract are and were true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any records required to be submitted to any Texas Agency or in the employment application process may be grounds for termination or nonrenewal, as applicable.

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

2.4 Professional Growth. The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state, and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and necessary expenses associated with the attendance at such meetings shall be reimbursed by the School. The School shall also pay membership fees and dues of the Superintendent to professional organizations, subject to Board approval, intended to maintain and improve the Superintendent's professional skills. Subject to Board approval, the School shall also pay membership fees and dues of the Superintendent to local civic organizations.

2.5 Board/Superintendent Relations. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to either: (a) to the Superintendent for study and appropriate action, and the Superintendent shall refer such matter to the appropriate school employee or shall investigate such matter 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 Board policies.

2.6 Attendance at Board Meetings. The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded, or advance permission has been granted to the Superintendent by the Board to be absent. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation, and from those closed meetings devoted to interpersonal relationships between or among individual Board members.

3. COMPENSATION

3.1 Salary. The School shall provide the Superintendent with an annual salary in the sum of \$85,000. This annual salary rate shall be paid to the Superintendent in equal installments and at times consistent with the school policies.

3.1.1 Incentivized salary adjustments based on enrollment tiers: Should the number of students enrolled reach 130, based on enrollment numbers reported in any FSP 6-weeks report submission, the Superintendent's salary will be increased to \$90,000.00. Should the number of students enrolled reach 150 during the 2022-2023 school year, the Superintendent's salary will be increased to \$95,000.00.

3.1.1.1 Once these tiers are met, the salary stabilizes at that amount until a higher tier is achieved.



3.1.1.2 Any salary increase earned under this section shall be implemented on the first payroll date following the FSP 6-weeks support submission of the enrollment increase.

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. However, no such adjustment shall result in the Superintendent being paid less than the salary set forth in this Contract without the mutual consent of both parties, except that mutual consent shall not be required in the event that the Superintendent's salary is reduced pursuant to Section 3.3 of this Contract.

3.3 Amendment/Financial Exigency. The Board may amend the terms of this Contract, including the salary, on the basis of a financial exigency declared by the Board of Directors. In the event that this Contract is amended pursuant to this Section 3.3, the Superintendent may resign without penalty by providing reasonable notice to the Board and may continue employment for that notice period under the terms of this Contract as they existed prior to it being amended.

3.4 Professional Development. The School shall pay for approved professional development of the Superintendent while serving in their capacity to lead the School. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy and School procedure.

3.5 Other Expenses. The School 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 School shall reimburse the Superintendent for School use of the Superintendent's personal automobile for miles traveled outside of the School's TEA approved geographic boundary by the Superintendent in the continuing performance of the Superintendent's duties under this Contract at the per mile reimbursement rate approved by the Texas Comptroller that is in effect at the time of the out-of-district travel. The School shall reimburse the Superintendent for all other out-of-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract to the extent allowed by law and Board policy, so long as said out-of-district travel is authorized by the Board. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy and School procedure.

3.6 Health Insurance. The School shall provide benefits to the Superintendent as provided by state law and Board policies. The School shall pay the same amount toward the premiums for the Superintendent's health insurance coverage that the School contributes for other 12-month employees. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

3.7 Electronic Devices. The School shall provide the Superintendent with a laptop at School expense to be used for School business purposes.

3.8 Credit Card. The School shall provide to the Superintendent a school credit card to be used exclusively for School business purposes.

3.9 Vacation, Holidays, Sick Leave. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month terms and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-month terms. The Superintendent will seek Board approval for any vacations that will require the Superintendent to be absent for a period of five (5) consecutive working days or more. The vacation days taken by the Superintendent 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.

4. REVIEW OF PERFORMANCE

4.1 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.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and any applicable state and federal law for the chief executive officer of an open enrollment charter school. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.

5. SUSPENSION, TERMINATION AND NONRENEWAL

5.1 Suspension or Termination.

5.1.1 Mutual Agreement. This Contract may be suspended or terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be agreed upon. After the Superintendent has executed this Contract, the Superintendent will not be released from this Contract without the written consent of the Board.

5.1.2 Death/Retirement. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

5.1.3 Dismissal for Good Cause. The Board may dismiss the Superintendent and terminate this Contract or suspend the Superintendent without pay at any time for good cause as determined by the Board, in its sole discretion. The Board shall not terminate this Contract for any frivolous or unsubstantiated complaint, which shall be determined by the Board, in its sole discretion.

5.1.4 Termination for Non-Appropriation. Notwithstanding the duration of this Contract as set forth in Section 1.1 above, the School's obligation to compensate to the Superintendent under Section 3 of in this Contract constitutes a commitment of current Foundation School Program revenues only. The School is not obligated under this Contract to remit compensation to the Superintendent in the event of Non-Appropriation. As used in this Contract the term Non-Appropriation shall mean the failure of Texas Legislature to appropriate any funds for the support of the School and/or the failure of the Texas Education Agency to appropriate any funds for the support of the School for any reason including but not limited to the expiration, surrender, revocation, nonrenewal or other circumstance that terminates the open-enrollment charter contract between KAPS, Inc and the State of Texas.

5.1.5 Termination Procedure. In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for good cause or for Non-Appropriation, the Superintendent shall be afforded all the rights set forth in the Board's policies to pursue an employee grievance regarding the termination. This Contract is not a term, probationary or continuing contract under Chapter 21 of the Texas Education Code. Therefore, this Contract does not grant the Superintendent any rights to the procedures or contract terms set forth therein.



5.1.6 Resignation. The Superintendent may resign, with the consent of the Board, at any time.

5.2 Nonrenewal. The Board may choose to not to renew this Contract at the end of the term in accordance with Board policy and state law.

6. PROFESSIONAL LIABILITY

6.1 To the extent permitted by law, the School shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions, or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or 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 School, to the extent and to the limits permitted by law.

6.2 Paragraph 6.1 shall not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly-established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings.

6.3 The School may, at its discretion, fulfill its obligation under this Section 6 by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the School.

6.4 The Board may retain attorneys to represent the Superintendent in any proceeding for which indemnification may be sought under this Section 6, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance obtained under paragraph 6.3.

6.5 No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this Section 6. The School's obligation under this Section 6 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, provided the insurance coverage obtained pursuant to paragraph 6.3 is an "occurrence" policy.

6.6 The Superintendent shall fully cooperate with the School in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the School, the Board or the Superintendent. The Superintendent's obligation under this paragraph 6.6 shall continue after the termination of this Contract.

6.7 Notwithstanding anything to the contrary in this Contract, the Board shall not be required to pay any costs, expenses or legal fees incurred in any legal proceedings in which the Board and the Superintendent are adverse to each other in any such proceedings.

7. GENERAL PROVISIONS

7.1 Amendment. This Contract may not be amended except by a written agreement of the parties hereto.

7.2 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 this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

7.3 Entire Agreement. All existing agreements and contracts, both oral and written, between the parties hereto regarding the employment of the Superintendent are



superseded by this Contract. This Contract constitutes the entire agreement between the parties hereto.

7.4 Applicable Law and Venue. Texas law shall govern construction of this Contract. The Parties agree that the venue for any litigation relating to the Superintendent's employment with the School, including this Contract, shall be the county in which the School's administration building is located. If litigation is brought in federal court, the Parties agree that the venue shall be the federal district and division in which the School's administration building is located.

7.5 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.

7.6 Notices.

7.6.1 Superintendent. The Superintendent agrees to keep a current address on file with the School'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.

7.6.2 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 School.

7.7 Dispute Resolution. In the event of a dispute between the parties hereto relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to mediation with the Central Texas Dispute Resolution Center, or a mutually agreeable certified mediator. Should this mediation fail to result in a resolution of the dispute, the parties hereto hereby agree to submit the dispute to binding arbitration. Such arbitration shall be conducted under the expedited rules of, and administered by, the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by both parties initially, however, it shall be at the arbitrator's discretion to award the prevailing party reimbursement from the non-prevailing party for any fees and expenses paid by the prevailing party. All parties are entitled to have representation of their own designation during any dispute resolution process, however, each party shall be responsible for the costs of such respective representation.

IN WITNESS WHEREOF the parties hereto have set their hands this 19th day of August 2022.

I have read this Contract and agree to abide by its terms and conditions.

[SIGNATURE PAGE FOLLOWS]

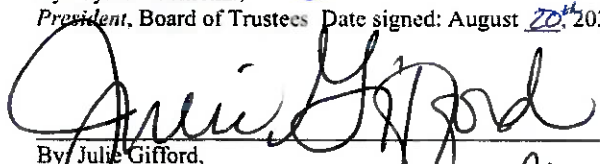
SIGNATURE PAGE SUPERINTENDENT CONTRACT

Superintendent


Subhas Mathew, Superintendent Date signed: August ¹⁶19, 2022

Katherine Anne Porter School


By: Cynthia Millonzi,
President, Board of Trustees Date signed: August 20th, 2022


By: Julie Gifford,
Secretary, Board of Trustees Date signed: August 20, 2022