
Extension Addendum to Superintendent's Contract

The Board of Trustees of KENNEDALE INDEPENDENT SCHOOL DISTRICT and DR. CHAD GEE, SUPERINTENDENT agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on December 18, 2018 and amended January 23, 2020, February 25, 2021 July 31, 2023 and September 4, 2024, as follows:

1. Paragraph 1 of the Contract is changed to extend the ending date of employment under the Contract from June 30, 2026 to June 30, 2027.
2. Paragraph 5.2 of the Contract is changed to reflect the following:
Texas Teacher Retirement System. The District shall supplement the Superintendent's annual salary by an amount equal to fifty percent (50%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on August 1, 2024. On August 1, 2025, this amount will increase to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the TRS with this amount continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. 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. Paragraph 8.10 of the Contract will now read:
Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities 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.
4. Paragraph 8.8 of the Contract will now read:
Indemnification. To the extent it may be permitted to do by applicable law, 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 individual or 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 exceeds the authority provided and limitations imposed by the State of Texas, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this contract.

The Board and the Superintendent agree there have been no oral modifications to the Superintendent's Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

I have read this Addendum and agree to abide by its terms and conditions:

Superintendent: 

Date signed: 9-4-2024

Kennedale Independent School District
By: 
President, Board of Trustees

Date signed: 9/10/24