

**LA PORTE INDEPENDENT SCHOOL DISTRICT
EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract ("Contract") is by and between the Board of Education ("Board") of the La Porte Independent School District ("District") and Lloyd Graham ("Superintendent").

WITNESSETH:

WHEREAS, at a meeting of the Board of the District on June 18, 2019, the Superintendent was offered a new Contract as Superintendent of Schools; and

WHEREAS, the Superintendent has accepted the offer of a new Contract;

NOW, THEREFORE, pursuant to the authority of Section 11.201 of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent agree as follows:

1. TERM

1.1 The Board, by and on behalf of the District, continues to employ the Superintendent, and the Superintendent accepts continued employment as Superintendent of Schools for the District, for a term commencing on July 1, 2019 and ending on June 30, 2023. For each year under the Contract, the contract year shall be from July 1 through June 30 and will encompass two hundred and forty (240) duty days.

1.2 During the month of January of each year of this Contract or at any other time during the term of this Contract, the Board shall consider extension of the Contract and may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and protected interest or expectation, in such

extension by the Board. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the parties agree to a different compensation and benefits in the form of a written addendum or new contract.

2. EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal laws, and lawful District policies, rules, and regulations as they exist or may hereafter be adopted or amended. Except as provided in this Contract, the Superintendent agrees to devote his time, skill and energy to the performance of these duties in a faithful, diligent and efficient manner. The Superintendent may reasonably perform these duties from home or remotely, as necessary.

2.2 **Professional/Civic Activities.** During the Superintendent's employment with the District, the Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national levels, and will be reimbursed by the District for the reasonable expenses for such attendance, including membership fees and dues of the Superintendent in such organizations, from funds budgeted for that purpose by the Board. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of his duties as Superintendent.

2.3 **Writing, Teaching, and Speaking Activities.** The Superintendent shall be permitted to undertake writing, teaching, and speaking activities, provided that these activities do not interfere with the performance of his duties as Superintendent, with prior notice to and consent of the Board President prior to undertaking any such activities. Also, the Superintendent

shall be allowed to retain any compensation received from these writing, teaching, and speaking activities. During the term of this Agreement, the Board, in an effort to encourage the Superintendent to grow professionally, shall permit a reasonable amount of release time for the Superintendent to pursue a doctorate degree. The reasonable amount of release time may be selected and exercised by the Superintendent at his reasonable discretion with recognition of the Superintendent's overall professional responsibilities to the District. Incidental and reasonable use of District resources, such as copiers, printers, and computers, to work on the doctorate degree are permissible.

2.4 **Professional Certification and Records.** This Contract is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas 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 for Educator Certification. The Superintendent must also file any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any material misrepresentation in the records shall be grounds for termination.

2.5 **Reassignment.** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.6 **Employment of Staff.** In accordance with Sections 11.201 and 11.1513, Texas Education Code, the Board by policy may delegate to the Superintendent the authority to determine the terms of employment with the District. Specifically, the Superintendent has been delegated the authority to employ all non-contract staff for positions authorized by the Board and to direct, assign, reassign and transfer all staff in the manner that in his judgment best serves the

District, subject to guidelines established in policy by the Board. Further, the Superintendent has been delegated the authority to terminate all non-contract staff.

2.7. **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to 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 this Contract or the Superintendent's salary and benefits as set forth in this 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 President-approved absence, the Superintendent's designee shall attend meetings.

2.8. **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 Board policies.

3. COMPENSATION AND SALARY

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of Two Hundred Seventy Thousand Three Hundred and 12/100 Dollars (\$270,300.12) for the contract year beginning on July 1, 2019, and ending on June 30, 2020. For subsequent budget years during the term of this Contract and any extensions thereof, any increases in the Superintendent's salary shall be up to the discretion of the Board.

3.2 **Business Expenses.** The District will pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the

continuing performance of the Superintendent's duties under this Contract, from funds budgeted for that purpose by the Board. The District agrees to pay the reasonable and necessary actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, airline tickets, 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 policies, procedures and documentation requirements in accordance with Board policies and established procedures. Annually, the Superintendent's travel and business expenses will be subject to review by the District's independent auditors.

3.3 **Automobile/Automobile Expense.** The District shall pay the Superintendent an amount of One Thousand Dollars (\$1,000.00) per month during the Superintendent's employment with the District to pay for a vehicle, insurance, repair, maintenance, fuel and other expenses of operating a vehicle. The Superintendent shall maintain liability insurance for his car of not less than the amount of \$250,000 (bodily injury liability – each person); \$500,000 (bodily injury liability – each accident); \$100,000 (property damage liability – each accident). This vehicle may be used for personal and business purposes. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent may be reimbursed for travel in his vehicle outside of the Region 4 Education Service Center at the District's approved reimbursement rate for travel on District business outside of the District.

3.4 **Health, Disability, and Other Insurance.** Except as otherwise provided in this Contract, the District will pay for coverage for group health and hospitalization, dental and vision insurance for the Superintendent on the same basis as other 12-month administrative employees of the District. Also, during the Superintendent's employment with the District, the Superintendent will purchase and maintain a twenty (20) year term life insurance policy, with a

face amount of One Million Dollars (\$1,000,000.00). The Superintendent will own the policy and have the sole discretion to designate the beneficiary(ies) under the policy. The District will reimburse the Superintendent for payments in an amount reasonable and necessary to cover the premium cost of such policy.

3.5 **Information Technology/Communications Allowance.** The District shall pay the Superintendent an amount of Three Hundred Dollars (\$300.00) per month during the Superintendent's employment with the District for an information technology/communications allowance to provide him with a portable cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, computer, fax machine, internet communication, or any other technical equipment for the Superintendent's use at his home for District business and personal use. This payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary.

3.6 **Vacation and Holidays.** Except as provided in this Section, the Superintendent shall have the same duty days, shall have the same accrual of days, and shall observe the same District holidays as those observed by administrative employees on 12-month contracts with two-hundred and forty (240) duty days. In addition to the vacation, holidays and accrual of days granted administrative employees on 12-month contracts with two-hundred and forty (240) duty days, the Superintendent shall accrue and may take, at the Superintendent's choice, 32 additional days of vacation per year of this Contract. The Superintendent may accrue up to sixty (60) days of unused vacation, in addition to those unused days that may be accrued by administrative employees on 12-month contracts with two-hundred and forty (240) duty days. At any time during the current tax year, the Superintendent, at his sole option, may surrender up to an additional forty (40) days of his accrued vacation, in up to three (3) separate requests, and the Superintendent's account reflecting his accumulated vacations days shall be reduced accordingly;

the District shall pay the Superintendent for any such surrendered days at his current daily rate of pay, based on two-hundred and forty (240) days of service per year, such payment to be made within thirty (30) days of the date the Superintendent surrenders the accrued days (less applicable deductions, including withholding taxes). Upon termination of employment, any remaining unused vacation days accumulated by the Superintendent during his employment by the District will be paid in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of pay based on two-hundred and forty (240) days of service per year, within thirty (30) days of the termination date (less applicable deductions, including withholding taxes). 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, with prior notice to the Board President before taking such leave.

3.7 **Personal and Sick Leave.** The Superintendent will have the same personal and sick leave benefits as authorized by Board policies for administrative employees on 12-month contracts. The Superintendent may accumulate personal and sick leave days without limit. .

3.8 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of each annual physical examination. The examination shall be performed on or before January 31 of each year of this Contract, unless otherwise mutually agreed to by the Superintendent and Board President. Any other health information obtained by

Board members about the Superintendent through sources other than the annual physical shall be kept strictly confidential, to the greatest extent permitted by law.

3.9 **Annuity.** On behalf of the District, the Board shall establish for the Superintendent either a qualified tax-sheltered annuity or custodial account under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") (the "403(b) Annuity"), or a deferred compensation arrangement under Section 401(a) of the Code (the "401(a) Plan") or both. The 403(b) Annuity and the 401(a) Plan are to be mutually acceptable to the Superintendent and the Board. For each year during the term of this Contract, on or before March 31 of each such year, beginning with March 31, 2019, the District shall make a contribution to the 403(b) Annuity of an amount equal to the lesser of (i) seven and one-half percent (7.5%) of the annual base salary, or (ii) the yearly maximum amount the District may contribute to a qualified tax-sheltered annuity under Section 403(b) of the code for an 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. Any contributions to the 403(b) Annuity shall be paid directly by the District and shall be nonelective, and the Superintendent shall not have any right to receive such contributions in cash. The District shall then contribute to the 401(a) Plan an amount equal to the lesser of (i) the positive difference between seven and one-half percent (7.5%) of the annual base salary and the amount contributed by the District to the 403(b) Annuity, or (ii) the yearly maximum amount the District may contribute to the 401(a) Plan for an 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.

The District's contributions to the 403(b) and/or 401(a) plans created under this Section of the Agreement, and all earnings thereon, shall become fully vested with the Superintendent on December 13, 2011.

3.10 **Teacher Retirement System of Texas.** Beginning February 1, 2014, the District shall pay the Superintendent a salary supplement in an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent. This 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.

4. **ANNUAL PERFORMANCE GOALS**

4.1 **Development of Priorities.** During each year of this Contract, the Superintendent and the Board President shall develop and submit for the Board's consideration and approval a proposed list of priorities within the Board's goals for the District. The priorities 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.

4.2 **Review of Performance.** The Board shall formally evaluate and assess the performance of the Superintendent in writing in June of each year of this Contract or at another mutually agreed upon time during each year of this Contract. The evaluation of the Superintendent shall at all times be conducted by the Board in closed session unless the Board and Superintendent agree that it shall be held in open 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. The evaluation and assessment shall be related to the duties of the Superintendent

as outlined in the Superintendent's job description and the annual priorities within the Board's goals.

4.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board 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 and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5. **TERMINATION OF EMPLOYMENT CONTRACT**

5.1 **Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

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

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- 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; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- c. Insubordination or failure to comply with lawful Board directives;
- d. Willful failure to comply with written Board Policies or District 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. Immorality, which is conduct 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;
- l. Assault on an employee or student;
- m. Knowingly falsifying records or documents related to the District's activities;
- n. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- o. Failure to fulfill requirements for superintendent certification;
- p. Failure to fulfill the requirements of a deficiency plan;
- q. Any other reason constituting "good cause" under Texas law.

5.4 **Disability**. In the event the Superintendent shall become physically or mentally unable to perform the essential functions of his job as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician chosen under Section 3.8. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall receive semi-monthly payments, commencing on the first regular payday of the District following such termination of

employment, for a period of one (1) year, in an aggregate amount equal to one (1) year of his annual base salary (less applicable deductions, including withholding taxes), and a continuation of the District's payment for the health and major medical insurance for the Superintendent, set out in Section 3.4, for a period of one (1) year from the date of termination. Except for the payments set out herein, disability income protection and life insurance policy benefits set out in Section 3.4 plus the amounts for vacation leave under Section 3.6, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.5 **Termination Procedure.** In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

5.6 **Nonrenewal of Contract.** Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

5.7 **Professional Liability.**

The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, duties, actions or other legal, administrative and/or investigative proceedings against the Superintendent 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 fullest extent permitted by law, except as provided in this Section 5.7. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction: (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

The District shall pay or advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal, administrative and/or investigative proceedings against the Superintendent in which the Superintendent is alleged: (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction: (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent will promptly reimburse the District all sums paid or advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.

In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall pay or advance the attorneys' fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal, administrative or investigative proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent will promptly reimburse the District all sums paid or advanced by the District to defend the Superintendent in court.

The District may fulfill its obligation under this Section 5.7 by: (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, and provided that the insurance coverage is acceptable to the Superintendent; or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the

Board and the professional employees of the District, provided that the insurance coverage insures all of the Superintendent's actions or lack of actions that the District would otherwise be obligated to indemnify and hold harmless the Superintendent under this Section 5.7.

If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend (or to pay or advance the costs of defending) under this Section 5.7, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District will pay or advance the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 5.7.

The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract; provided the District reimburses the Superintendent for the reasonable and necessary expenses incurred and any salary lost as a result of the Superintendent's assistance. If the Superintendent is not employed, the District will reimburse the Superintendent at his daily rate, calculated by dividing his annual base salary (section 3.1) by 226.

No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

The District's obligation to indemnify the Superintendent and to provide a legal defense for the Superintendent under this Section 5.7 survives the termination of this Contract, or the death of the Superintendent (to the extent claims remain against his heirs or estate).

6. MISCELLANEOUS PROVISIONS

6.1 **Controlling Law.** This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Harris County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Harris County, Texas.

6.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

6.3 **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. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

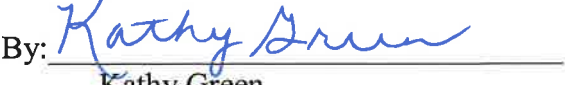
6.4 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

LA PORTE INDEPENDENT SCHOOL DISTRICT


ATTEST:

By: 
Dennis Slate
Secretary, Board of Education

Date: June 25, 2019

By: 
Kathy Green
President, Board of Education

Date: June 25, 2019

By: 
Lloyd Graham
Superintendent of Schools

Date: 01 July 19