

SUPERINTENDENT CONTRACT BETWEEN FORT BEND INDEPENDENT SCHOOL DISTRICT AND CHARLES DUPRE

The Board of Trustees of the Fort Bend Independent School District (the "Board") and Mr. Charles Dupre (the "Superintendent"), in accordance with Texas Education Code, §11.201, and as recorded in the official minutes of the meeting of the Board held on the 11th day of April, 2013, agree that the Board has, and does, employ Mr. Dupre to serve as Superintendent of Schools of the Fort Bend Independent School District (the "District"), under the following terms, effective May 1, 2013:

1. TERM

1.1 The District will employ the Superintendent on a twelve-month basis for an initial three-year term, beginning April 29, 2013 and ending on April 30, 2016. The Board shall annually consider whether, in its sole discretion, it wishes to offer any one-year extension of the Contract term. The Superintendent does not have a property interest, or any other legal interest or expectation, in any extension of the Contract term.

2. EMPLOYMENT

2.1 **Duties.** The Superintendent shall faithfully perform the duties of Superintendent 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 hereinafter be

adopted or amended, including, but not limited to, the monitoring system established by the Board. Except as provided in this Contract, the Superintendent agrees to devote his time and energy to the performance of these duties in a manner that is satisfactory to the Board.

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 upon the written approval of the Board President, shall 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 by the Board for that purpose. 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. Subject to the Board President's written approval, the District shall also reimburse the Superintendent for dues and expenses for local civic clubs or organizations, if the District is not already a member.

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

writing, teaching, and speaking activities. The Superintendent shall not undertake any consulting activities outside of the District.

2.4 Professional Certification and Records. This Contract is conditioned on the Superintendent's obtaining and providing to the Board valid and appropriate evidence of 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 by the District for employment and/or payroll purposes. Failure to provide and maintain necessary certification, waiver, permit or authorization shall render this Contract void. Any misrepresentation in the records shall be grounds for termination of this Contract.

2.5 Reassignment. The District cannot reassign the Superintendent from the position of Superintendent without his written consent.

2.6 Employment of Staff. Subject to the District's salary schedule and the Board-approved budget, the Superintendent shall have the sole authority to select, employ and terminate all noncontract employees in accordance with District Board Policy DC (LOCAL) while the Board shall have the authority to employ, terminate and non-renew all staff covered by Subchapters C, D, E, F and G, Chapter 21 of the Texas Education Code and any other employees employed by contract that are not covered by Chapter 21 of the Texas Education Code. The Superintendent's authority shall additionally include the right to organize, reorganize, arrange, direct, assign, reassign and transfer all staff; however, the Superintendent shall inform the Board of any

assignment, reassignment or transfer of senior administrative staff (deputy superintendent, associate superintendent, assistant superintendent, general counsel and their equivalents) prior to publicly announcing the proposed employment action.

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 as due process may require. In the event of illness or Board President-approved absence, the Superintendent's designee shall attend meetings.

2.8 **Criticisms, Complaints and Suggestions.** Board members will be required to refer criticism, complaints and suggestions (other than those related to individual Board members or the Board as a whole) to the Superintendent who shall either: (a) review and take appropriate action, including informing the Board of the results of such efforts within a reasonable time; or, (b) directing complaints, where appropriate, to the relevant complaint resolution procedure as established by District Board policies.

3. COMPENSATION

3.1 **Annual Base Salary.** The District shall pay the Superintendent an annual salary of \$285,000.00, payable in equal installments in accordance with Board policy

governing payment to other professional staff members in the District and the District's normal payroll schedule.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the parties.

3.3 **Business Expenses.** During the Superintendent's employment with the District, the District shall pay or reimburse the Superintendent for reasonable 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. Reimbursable expenses will include, but are not limited to, travel costs, mileage reimbursement for use of a personal vehicle outside of the District, and professional development costs, costs of memberships in civic organizations, and dues paid for membership in professional organizations. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures. The Superintendent's business expenses shall be subject to annual review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report of his business expenses to the Board's Audit Committee.

3.4 **Automobile/Automobile Expense.** The District shall pay the Superintendent \$700.00 per month during his employment with the District to pay for an

automobile (which may be used for personal and business purposes), and automobile-related expenses (insurance, repair, maintenance, fuel, etc.). This monthly payment will be annualized and paid to the Superintendent in each of his semi-monthly paychecks. The Superintendent may be reimbursed mileage for travel outside of the District, as approved by the Board President, in accordance with the Financial Accountability System Resource Guide.

3.5 Information Technology/Communications Allowance. To ensure the Superintendent's accessibility to the Board and staff members, and to enhance his ability to manage the District, the District shall pay the Superintendent an information technology/communications allowance of \$300.00 per month during the Superintendent's employment with the District for the cost of such items as a cellular phone, electronic tablet, computers, printer, fax machine, cable and/or internet connection, and a dedicated home telephone/fax connection for communication with the Board, District employees and the public. This monthly payment will be annualized and paid to the Superintendent in each of his semi-monthly paychecks.

3.6 Health, Disability, and Other Insurance. During the Superintendent's employment with the District, the District shall pay for coverage for group health and hospitalization, dental and vision insurance for the Superintendent and the Superintendent's dependents as selected by the Superintendent from plans offered by the District to its employees and shall provide the Superintendent and his dependents with all other health, dental and vision benefits on the same basis as other 12-month administrative employees of the District.

3.7 **Term Life Insurance.** During the Superintendent's employment with the District, the District shall pay, on the Superintendent's behalf, the annual premium for a term policy of life insurance in the amount of \$500,000. The Superintendent will own the policy and will have the sole discretion to designate beneficiary(ies) under the policy.

3.8 **Disability Insurance.** During the Superintendent's employment with the District, the District shall pay, on the Superintendent's behalf, the annual premium for a disability income protection insurance policy having a monthly total benefit equal to 60% of the annual base salary set out in Section 3.1 until the Superintendent reaches the age of sixty-five (65).

3.9 **Vacation and Holidays.** The Superintendent shall receive, and at the Superintendent's choice may take, up to ten (10) vacation days per year of this Contract. At the conclusion of each twelve-month contract period, all accrued but unused vacation days shall be paid to the Superintendent as a single taxable lump-sum payment at the Superintendent's then current daily rate of pay as calculated on a 226 work day calendar. 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. For purposes of this Contract, vacation days have the same meaning as non-duty days. The Superintendent shall have the same duty days and shall observe the same District holidays as those observed by administrative employees on 12-month contracts.

3.10 Personal and Sick Leave. The Superintendent shall 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. Upon termination of employment, all unused 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 twenty-six (226) days of service per year, within 30 days of the termination date (less applicable deductions, including withholding taxes).

3.11 Annuity. On behalf of the District, the Board shall establish for the Superintendent a qualified tax-sheltered annuity account under Section 403(b) of the Internal Revenue Code of 1986, as amended. Beginning May 1, 2013 and for each year during the term of this Contract, the District shall make a \$10,000.00 contribution to the 403(b) Annuity account 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 contribution shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent shall have no ownership rights in the account until April 30, 2018 on which date full ownership of the account shall be transferred to the Superintendent, provided that the Superintendent continues to be employed in the position of Superintendent on that date. In the event the Superintendent ceases to be employed by

the District in the Superintendent position for any reason prior to that date, all the funds in the account will revert to the District.

3.12 Moving and Relocation Expenses. The District shall reimburse the Superintendent for all reasonable moving and relocation expenses incurred in moving from Pflugerville, Texas to the District. Relocation expenses will include, but may not be limited to, actual moving expenses for a one-time move (not to exceed \$10,000), up to 90 days of lodging expenses incurred in connection with the move (which may include rental payments on a house or apartment pending sale of the Superintendent's residence in Pflugerville) and travel expenses for commuting between the District and Pflugerville during the period of relocation. The Superintendent shall document all expenses with original receipts, cancelled checks or credit card statements.

3.13 Interim Administrative Services. The District will pay the Superintendent \$1,000 per day for up to ten (10) days for on-site consulting services provided prior to the time of the Superintendent's hire and official start date, including on-site work performed on or after March 20, 2013.

4. ANNUAL PERFORMANCE GOALS

4.1 Development of Priorities. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the

Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5. REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Superintendent will be required to annually develop and submit to the Board for its consideration and approval, a proposed list of priorities within the Board's goals for the District. The Board's evaluation and assessment of the Superintendent shall be related to the duties of the Superintendent and based on the District's progress towards accomplishing the District's goals. The Board and the Superintendent will meet quarterly to discuss the Superintendent's performance and the Board will perform an annual summative evaluation in October. The Board will also have the ability to conduct formal or informal interim evaluations, between annual performance evaluations, as deemed by the Board, in its sole discretion, to be necessary or helpful. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

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

executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board and in accordance with the provisions of Article 4 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, 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.

6. TERMINATION AND NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 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.

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

6.3 Dismissal for Good Cause. The Board may terminate this Contract and dismiss the Superintendent for good cause. Good cause will include, but is not limited to, the following:

- a. Failure to fulfill duties or responsibilities under the 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 the Board has given the Superintendent ~~him~~ a reasonable opportunity for remediation;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Willful failure to comply with lawful written Board Policies or lawful 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. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. 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;

- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or
- r. Any other reason constituting "good cause" under Texas law. To the extent that any provision of this Section 5.3 is inconsistent with or has a different meaning than "good cause" as defined by Texas law, Texas law will control.

6.4 **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 upon a physician, verification shall be performed by the Superintendent's regular physician as chosen from group health providers in accordance with Section 3.6. 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 set out in Section 3.1 (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 3.6, 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 Sections 3.7 and 3.8, plus the amounts for vacation leave under Section 3.9, the District shall have no further liability to the Superintendent for any other compensation or benefits.

6.5 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.

6.6 Buyout. Notwithstanding any other provision in this Contract, the Board may terminate the Contract if a majority of the full board determines that the Superintendent has failed to maintain good rapport with the Board, which the parties agree will be good cause for termination of this Contract. In such event, the Board shall pay to the Superintendent as severance pay all accrued pay and benefits due the Superintendent as of the date of termination and a payment equal to one year of salary and benefits within thirty (30) days of the date of termination less deductions (including withholding) required by law. Payment of such amounts under this provision shall terminate any and all rights of the Superintendent to further payment of salary or benefits under this Contract.

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

6.8 **Professional Liability.** The District shall indemnify, defend, and hold the Superintendent harmless from any claims, demands, duties, actions or other legal proceedings against him, including court costs and attorney's fees, in his individual or official capacity, for any act or failure to act involving the exercise of discretion and that is within the normal course and scope of his duties to the extent and to the limits permitted by law. The District's indemnity obligation will not apply if the Superintendent is found to have materially breached his 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. It also will not apply to criminal investigations or proceedings. The District may meet its indemnity obligation by purchasing errors and admissions coverage for the benefit of the Board and the professional employees of the District, including the Superintendent. The Board will also be entitled to retain attorneys to represent the Superintendent in proceedings in which he could seek indemnification, but will not be required to pay the Superintendent's attorney's fees in cases in which the Board and the Superintendent are adverse to each other. 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 to cooperate in the defense of any matter as required by this paragraph shall continue after the termination of this Contract.

7. MISCELLANEOUS PROVISIONS

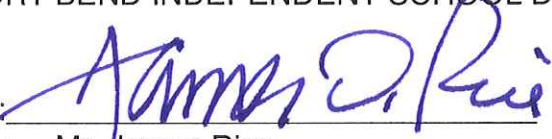
7.1 **Controlling Law.** The laws of the State of Texas shall govern this Contract. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Fort Bend County, Texas.

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

7.3 **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.

7.4 **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.

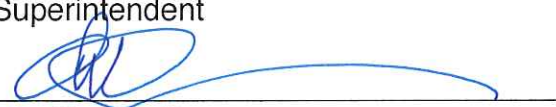
FORT BEND INDEPENDENT SCHOOL DISTRICT

By: 
Mr. James Rice
President, Board of Trustees

Date: April 11, 2013

ATTEST 
Mr. Bruce Allbright
Secretary, Board of Trustees

Date: April 11, 2013
April 11, 2013

Superintendent

Mr. Charles Dupre
Superintendent of Schools

Date: April 11, 2013