STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Trustees ("Board"), Port Arthur Independent School District ("P.A.I.S.D." or "District"), a Texas independent school district having its administrative offices in Port Arthur, Jefferson County, Texas, and Dr. Mark Porterie ("Dr. Porterie" or "Superintendent"), that P.A.I.S.D., in accordance with its action as reflected in the minutes of its meeting held on January 22, 2026, does hereby employ Dr. Porterie as Superintendent of Schools under the terms of this Contract of Employment ("Contract") for the period commencing January 1, 2026, and ending December 31, 2031. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in and for P.A.I.S.D. as prescribed by the laws of the State of Texas and by the rules, regulations, and policies of the Texas Education Agency and of P.A.I.S.D., pursuant to the following terms and conditions:

WITNESSETH:

1. **Salary; Payment Schedule**. In consideration of the payment by P.A.I.S.D. to Dr. Porterie of the sum of $264,998.71 as base salary per year, Dr. Porterie agrees to perform faithfully the duties of the Superintendent of Schools, and to serve in that capacity as chief administrative officer of P.A.I.S.D. That sum will be paid to Dr. Porterie in equal increments, at least monthly, as the salaries of other central office administrators of P.A.I.S.D. are paid.

2. **Salary Adjustments**. The Board of P.A.I.S.D. reserves the right to adjust the annual salary of Dr. Porterie during the term of this Contract, although such salary adjustment shall not reduce the annual salary below the figure stated in section 1 above.

The Board agrees that Dr. Porterie shall be entitled to any percentage increase in salary approved by the Board for Administrators. Any increase in salary made during the term of this Contract shall be in the form of an amendment or addendum following the next evaluation period and shall become a part of this Contract, but it shall not be considered that the P.A.I.S.D. Board and Dr. Porterie have entered into a new contract, or that the termination date of the existing contract has been extended. However, the Board may by specific action extend the termination date of the existing contract. (See para. 8).

3. **Travel Expense Reimbursement**. As a condition of his employment, Dr. Porterie will frequently be required to travel within the school district, and to attend out-of- district University Interscholastic League events in which P.A.I.S.D. students are involved. Dr. Porterie will be reimbursed monthly in the amount of $500.00 as in-district travel allowance. In addition, Dr. Porterie will be reimbursed for actual out-of-pocket travel expenses (mileage, lodging, meals) incurred in connection with other types of approved out-of-town school district business trips.

4. **Insurance**. Dr. Porterie and dependent members of his immediate family (spouse, children) will be covered, at P.A.I.S.D. expense, under its group hospitalization, cancer, and dental plans. Dr. Porterie will be covered, at P.A.I.S.D. expense for long term disability under P.A.I.S.D.'s group plan.

5. **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to 50% of the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered 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.

6. **Supplemental Retirement Plan**. Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of ten percent (10%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

7. **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

8. **Annual Working Days**. Dr. Porterie's annual contract period will be for 226 days.

9. **Sick Leave; other Absences from Duty**. Dr. Porterie's sick leave and other types of absence from duty, including vacation, will be governed by applicable local Board policy in force at the time pertaining to other P.A.I.S.D. administrators.

10. **Agreement to Serve as Superintendent**. In consideration for the position and the compensation hereinabove agreed to be paid to him by P.A.I.S.D., Dr. Porterie accepts the office and position of Superintendent of Schools of Port Arthur Independent School district of Port Arthur, Jefferson County, Texas, for the aforesaid period, and agrees that during such time he will, to the best of his ability and skill, perform the duties of such office and position in accordance with federal and state laws pertaining to the discharge of such duties, and in accordance with such policies as the P.A.I.S.D. Board may lawfully adopt, and in accordance with recognized professional standards for the performance of such duties, as determined by law and by the Texas Education Agency. The Board shall comply with state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended and shall provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting.

11. **Annual Performance Goals.** 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 District Goals approved by the Board shall be specific, definitive, and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

12. **Annual Evaluation Renewal of Contract; Extension**. The Board agrees to formally evaluate Dr. Porterie's performance as Superintendent at least annually. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session. The evaluation shall be considered confidential under Texas Education Code Section 21.355 to the extent permitted by law. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within seven (7) days of receipt of the written evaluation from the Board. That response

shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within seven (7) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. If 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated. The Board agrees to notify Dr. Porterie in writing on or before January 31, 2027, of its intention to renew or not to renew his Contract, as the case may be, for any period beyond the stated term of this Contract.

In addition, the Board of Trustees agrees to consider, based on current satisfactory performance evaluations of the Superintendent, at a regular or special Board meeting in January, 2027, as well as at any other appropriate time, the extension of this contractual agreement. However, the Board's failure to act will not operate to extend this Contract.

13. **Termination Procedures**. Throughout the term of this Contract, Dr. Porterie shall serve subject to termination for good cause, in accordance with Chapter 21, Subchapters E and F, Texas Education Code, and P.A.I.S.D. Board policy.

14. **Resignation of Superintendent**. 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 not later than the 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.

15. **Certification**. Dr. Porterie shall maintain on file in the personnel office of P.A.I.S.D., throughout the period of his employment, a valid and appropriate certificate or acceptable equivalent document authorizing him to serve as superintendent of schools for an independent school district in the State of Texas.

16. **Superintendent's Responsibilities**. Dr. Porterie, as Superintendent of Schools, shall have the responsibility to recommend to the Board the organization and reorganization of the administrative and supervisory staffs, including those relating to instructional and business affairs. The responsibility for recommending the employment, extension, renewal, non-renewal, disciplining, and termination of all certified employees shall also be vested in Dr. Porterie, subject to approval by the Board.

Dr. Porterie or his designee shall have the authority, without Board approval, to initially assign, reassign, promote, demote, or transfer to another position, department, or facility, or to accept resignations from all P.A.I.S.D. personnel, so long as such reassignment, demotion, or transfer does not necessitate a change in the employment contract of a contract employee.

The Superintendent shall serve as chief administrative officer for the Board of Trustees and for P.A.I.S.D. It shall be his responsibility to supervise and coordinate the central administrative functions of P.A.I.S.D. and he shall exercise those duties which are mandated by statute as well as those lawfully and specifically designated by the Board. The duties and responsibilities of Dr. Porterie, as Superintendent of Schools, shall include, but not be limited to, the following:

a. Attend all Board meetings and such other meetings of Board committees as the Board may deem desirable;

b. Coordinate the instructional program of P.A.I.S.D. in the creation and conduct

of courses of study, acquisition of textbooks and supplies, and supervision related thereto;

c. Consolidate classes, assign pupils to buildings and classes, and transfer pupils;

d. Develop, maintain, and operate a constructive program of in-service training and education for all professional employees of the school system;

e. Coordinate the work of all school personnel, and establish necessary procedures for evaluating the work of each personnel;

f. Act as deputy budget officer for the Board of Trustees, regularly prepare and present expenditure and receipt estimates necessary to the operation of the school system, and propose an annual budget;

g. Develop goals for P.A.I.S.D. in cooperation with the Board of Trustees, and maintain a continuous study of the problems confronting schools, evaluate the quality and efficiency of all departments, and report to the Board of Trustees as required;

h. Perform such other duties consistent with the foregoing as the Board of Trustees may lawfully determine, and its policy manual provide.

17. **Tax-Deferred Program**. The Board, at the request of Dr. Porterie and in accordance with state law, may withhold and transfer an amount of his salary annually, or semiannually, or monthly, said amount to be determined by Dr. Porterie, permitting him to participate, if he so desires, in a tax-deferred program(s) of his choosing.

18. **Reassignment**. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

19. **Legal Liability Insurance**. At its cost, P.A.I.S.D. will include Dr. Porterie in its policy of legal liability insurance.

(a) In addition, P.A.I.S.D. acknowledges that pursuant to § 22.0511(a), Texas Education Code, the Superintendent is not personally liable for any act that is

incident to or within the scope of the duties of the Superintendent's position of employment that involves the exercise of judgment or discretion on the part of the Superintendent, except in circumstances involving the use of excessive force in disciplining students or negligence resulting in bodily injury to students. P.A.I.S.D. also acknowledges that pursuant to § 101.026, Texas Civil Practice and Remedies Code, the Superintendent's individual immunity from a tort claim for damages is preserved.

(b) P.A.I.S.D. also acknowledges that pursuant to § 102.002(a)(1) & (2), Texas Civil Practice and Remedies Code, P.A.I.S.D. will pay all actual damages awarded against the Superintendent if those damages: (1) result from an act or omission of the Superintendent in the course and scope of employment with P.A.I.S.D.; and (2) arise from a cause of action for negligence; and that pursuant to § 102.002(b), Texas Civil Practice and Remedies Code, P.A.I.S.D. will also pay court costs and attorney's fees awarded against the Superintendent in such circumstances.

(c) P.A.I.S.D. acknowledges that pursuant to § 102.004(a), Texas Civil Practice and Remedies Code it will provide legal counsel to represent the Superintendent in suits in which P.A.I.S.D. is permitted by law to pay damages awarded against the Superintendent. The counsel provided by P.A.I.S.D. will be P.A.I.S.D. regularly employed counsel, unless P.A.I.S.D. determines that there is a potential or actual conflict of interest in the matter between P.A.I.S.D. and the Superintendent, in which event P.A.I.S.D. will employ other legal counsel mutually agreeable to Superintendent and to the Board to represent the Superintendent in the matter unless counsel is to be provided to the Superintendent under a contract of insurance.

(d) The Superintendent acknowledges that P.A.I.S.D. is prohibited by § 102.002(c), Texas Civil Practice and Remedies Code from paying damages awarded against the Superintendent when such damages arise from (1) a cause of action for official misconduct; or (2) a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

(e) The Superintendent acknowledges that P.A.I.S.D. is prohibited by § 102.002(d), Texas Civil Practice and Remedies Code, from paying damages awarded against the Superintendent to the extent the damages are recoverable under an insurance contract, or a self-insurance plan authorized by statute.

(f) The provisions of this Section 15 (a) – (e) shall survive the termination of this Contract.

20. **Annual Physical Examination**. The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board verifying the

Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained as confidential in the Superintendent's confidential personnel file. P.A.I.S.D. shall pay all costs of the annual physical examination.

21. **Legal Residence**. Dr. Porterie agrees to maintain his legal residence within P.A.I.S.D. throughout his employment as Superintendent with P.A.I.S.D.

22. **Communication/Technology Allowances**. The Superintendent will receive a monthly communication reimbursement of $200.00 for business cell phone use. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent will also be furnished, at P.A.I.S.D. expense, one (1) computer for use at work, and one (1) computer for business use at home, to assist Dr. Porterie in performing his duties as Superintendent. This equipment is and will remain the property of P.A.I.S.D.

The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

23. **Professional Organization Memberships; Consultant Opportunities**. The Superintendent is encouraged to belong to at least two (2) professional organizations, at P.A.I.S.D. expense, and may attend, with the Board's prior consent, a reasonable number of appropriate professional meetings. The expenses of these meetings, as well as those incurred in all out-of-district business travel, will be borne by P.A.I.S.D. The Superintendent shall file, within a reasonable time hereafter, an itemized expense statement with the business office of P.A.I.S.D.

With prior Board approval, Dr. Porterie may engage in professional educator consultation assignments.

24. **Board Meetings**. The Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

25. **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 to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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. Substantive complaints include, without limitation, 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.

26. **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.

27. **Entire Agreement**. This document constitutes the entire agreement and contract between the parties concerning such employment, and may be changed or amended only by written consent of the parties hereto.

28. **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.

29. **Paragraph 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.

EXECUTED in duplicate originals this 22nd day of January, 2026.

PORT ARTHUR INDEPENDENT SCHOOL DISTRICT

By: _____
Kimberly Wycoff-Johnson
President, Board of Trustees

ATTEST:

_____
Dianne Brown
Secretary, Board of Trustees

_____
Dr. Mark Porterie, Superintendent of Schools