

**PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT  
MULTI-YEAR SUPERINTENDENT'S EMPLOYMENT CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF REEVES       §

THIS Superintendent's Employment ("Agreement") is made and entered into effective the 13<sup>th</sup> of January, 2011, by and between the Board of Trustees (the "Board") of the PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT (the "District") and CLARKE BOYD (the "Superintendent").

The Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 (b) and Chapter 21, Subchapter E, Texas Education Code, do hereby agree as follows:

1. The Board agrees to employ the Superintendent for a term of three years and five months beginning January 13, 2011 and ending June 30, 2014.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, medical records, and other records required for District personnel files or payroll purposes according to District policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide or maintain necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may be accepted by the Board. The Superintendent shall perform duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

  
Initials of Superintendent

**PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT  
MULTI-YEAR SUPERINTENDENT'S EMPLOYMENT CONTRACT**

4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may undertake consulting work, speaking engagements, writing, lecturing, and other duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District subject to prior Board approval.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
  - (a) The Board shall provide the Superintendent with an annual salary in the amount of \$135,000.00 (One Hundred Thirty-Five Thousand and No/100 Dollars). This annual salary rate shall be paid to the Superintendent in installments consistent with Board policy.
  - (b) At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Paragraph 5(a) of this Agreement.
  - (c) In accordance with District policy, the Board agrees to reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement, except for expenses incurred by the Superintendent for travel to destinations in the District. The Superintendent will be provided the use of a school vehicle for travel outside the District or will be reimbursed by the District on a per mile basis for such travel if using the Superintendent's personal automobile.
  - (d) The District will pay the premiums for hospitalization and major medical coverage for the Superintendent pursuant to the group health care plan(s) provided by the District.
  - (e) The Superintendent is entitled to ten (10) days of vacation per calendar year. The days may be in a single period or at different times at the Superintendent's discretion, provided that such time or times will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. Five (5) days of accrued but unused vacation days may be carried over into a subsequent year of employment. At the time of severance from employment, whether voluntary or involuntary, the Board's monetary obligation under this clause shall be limited to the value of a maximum of five (5) accrued but unused vacation days.

  
Initials of Superintendent



## **PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT MULTI-YEAR SUPERINTENDENT'S EMPLOYMENT CONTRACT**

- (f) The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. The Board shall pay the Superintendent's membership dues to the American Association of School Administrators and Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. Such membership and other reasonable expenses of professional growth activities shall be borne by the District, with prior Board approval.
- (g) The Superintendent will be entitled to a one-time reimbursement for moving expenses not to exceed \$10,000.00. Reimbursement will be made upon submitted moving receipts.
6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
7. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of the Superintendent's contract, salary, benefits, or evaluation, or to interpersonal relationships between individual members of the Board at the Board's discretion.
8. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with this Agreement, Board policy and state and federal law. Further, the Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals. 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. 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

  
Initials of Superintendent



## **PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT MULTI-YEAR SUPERINTENDENT'S EMPLOYMENT CONTRACT**

a reasonable period of time to demonstrate such expected performance before being evaluated.

9. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy. In the event the Board proposes the termination of this Agreement for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.
10. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Texas Retirement System of Texas.
11. The Superintendent and the Board may agree in writing to terminate this Agreement at any time pursuant to any mutually agreed upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
14. To the extent provided for in the District's insurance coverage for District personnel, the District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity, providing the incident(s) which is(are) the basis of any claim or lawsuit arose while the Superintendent was acting in good faith within the course and scope of his employment with the District. This paragraph does not apply if the Superintendent has acted with gross negligence, has acted with the intent to violate a person's clearly established legal rights, or has been charged with criminal acts. This paragraph does not apply to actions in which the Board and Superintendent have adverse interests or when the Board determines that the Superintendent was not acting in good faith and/or the course and scope of the Superintendent's employment. The District may provide a legal defense to the Superintendent in connection with claims brought against the Superintendent before the State Board for Educator Certification (SBEC) if the Board determines that providing such defense is in the best interests of the District. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.



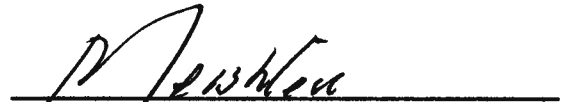
**PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT  
MULTI-YEAR SUPERINTENDENT'S EMPLOYMENT CONTRACT**

15. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or intended, is created in continued employment beyond the contract term.
  
16. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not effect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement and this Agreement constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties. In the event of any conflict between the terms, conditions, and provisions of this 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 Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.
  
17. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

**SIGNED:**

**ATTEST:**

  
\_\_\_\_\_  
Bill Oglesby, President Board of Trustees  
Pecos-Barstow-Toyah Independent  
School District

  
\_\_\_\_\_  
Paul Deighler, Secretary, Board of Trustees  
Pecos-Barstow-Toyah Independent  
School District

  
\_\_\_\_\_  
Clarke Boyd, Superintendent

Date signed: 1/13/14



