

STATE OF TEXAS

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COUNTY OF REEVES

**SUPERINTENDENT CONTRACT**

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Pecos-Barstow-Toyah Independent School District (the "District") and Dr. Jose A. Cervantes (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in the contract do hereby agree as follows:

1. The Board hereby employs the Superintendent for a term commencing on August 30, 2018 and ending on August 31, 2021.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience 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 necessary certification and failure to keep necessary certification throughout the life of this agreement shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall serve as the Chief Executive of the District and shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement. Venue shall be in Reeves County, Texas.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Superintendent shall attend meetings of the Board. In the event of illness or emergency, or absence, the Superintendent's designee shall attend such meetings. The Superintendent will normally be required to attend all executive sessions of the Board, but this contract shall not grant the Superintendent the right to attend executive sessions of the Board when the Superintendent, his employment, or his actions are the topic of discussion in executive session.
6. 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 District Board policies.

7. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
  - (a) The District shall provide the Superintendent with an annual base salary in the sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies. The Board may revisit the issue of compensation at any time but at no time shall the Superintendent be paid less than \$156,000.
  - (b) Other Benefits
    - (i) Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses for out-of-district travel directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to: 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 procedures and documentation requirements in accordance with Board policies.
    - (ii) Health Insurance. The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for all employees.
    - (iii) Teacher Retirement System. In addition to the base salary described in Subsection 5(a) above, the District shall supplement the Superintendent's annual salary through the term of this Agreement, 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.
    - (iv) Vacations, Holiday, Sick Leave. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. 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 Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby Granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

The superintendent shall notify the Board President when he intends to take any kind of leave and will not be able to be reached by phone or by any other means of communication.

- (v) Additional Leave Days. In addition to the leave days described in Section 5(b)(iv) above, the Superintendent shall accrue and may take, on an annual basis an additional five (5) days of personnel leave during each full year of this Agreement. For purposes of this Subsection, the five (5) leave days under this subsection shall accrue on September 1 of each year of this agreement and must be taken on or before the next following August 31, or the leave days will expire. Unused leave accrued under this subsection will not carry over to subsequent years of this Agreement or any extension thereof, nor shall Superintendent be entitled to receive compensation for unused leave days, to the extent that such leave days are accrued under this subsection. The leave days taken by the Superintendent under this Subsection 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 Agreement.
- (vi) Professional Growth. The Superintendent may attend and participate in appropriate professional meetings, courses, and seminars at the local, state and national level, with the consent of the Board. The District agrees to pay the dues and fees for the Superintendent to join three professional organizations of his choice, as approved by the Board. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- (vii) Automobile and Fuel Card. The District shall provide Superintendent with the use of a District owned automobile. The Superintendent may use the automobile provided for business and incidental personal use. The District shall provide the Superintendent with a fuel card that can only be used for the District owned automobile and may not be used for any non- District owned automobile.

8. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent. This Contract is governed for purposes of renewal, nonrenewal and termination by Chapter 21 of the Texas Education Code. All contact rights afforded to the Superintendent and the District are governed by Chapter 21 of the Texas Education Code and board policy.

9. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The evaluation shall be held in closed session for the purpose of evaluation of the performance of the Superintendent. The evaluation format and procedure shall comply with board policy and state law. The Superintendent's first evaluation shall be performed in January of 2019, or at a mutually agreed date. At the time of each evaluation conducted under this Section, the Board shall consider, but shall not be required to make adjustments to the Superintendent's compensation and benefits, as set forth herein. In the event that the Board members, collectively or individually, as a part of the evaluation process, determine that the performance of the Superintendent is unsatisfactory in any material respect, they shall describe in writing, in reasonable detail, the evaluation criteria on which the Superintendent is deemed deficient, and shall, to the extent possible, identify specific instances of unsatisfactory performance, which can be provided to the Superintendent by any individual board member. The evaluation may include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory, but the Superintendent shall be expected to know how to improve his job performance once deficiencies are pointed out to him. A copy of the written evaluation shall be delivered to the Superintendent. Upon or immediately after delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation and the Superintendent's working relationship with the Board. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) 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. The Board, in its discretion, may meet with the Superintendent to discuss the Superintendent's response. 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, in the discretion of the Board, to demonstrate such expected performance before being evaluated. Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.
10. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship. The Superintendent shall submit to the Board each

year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The goals approved by the Board shall be specific, definitive, and measurable.

11. Any financial benefit received by the Superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the Board on a case-by-case basis in an open meeting.
12. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas law and board policy.
13. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
14. A determination by the Board that a consolidation of the district with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
15. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
16. The Superintendent may resign, with the consent of the Board at any time, or as allowed by State law.
17. 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 implied, is created in continued employment beyond the contract term.
18. 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 affect 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 contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
19. To the extent allowed by law the District shall defend and hold harmless the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against Superintendent in his official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit, in the judgment of the Board of Trustees, arose while Superintendent was acting within the course and scope of his employment with the District. This clause excludes criminal

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2018 Superintendent Contact  
Dr. Jose A Cervantes  
Board Approved: August 29, 2018

litigation and is limited by the authority of the District to provide such coverage under state law. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The District may obtain insurance coverage to protect the Superintendent under this section. The provisions of this Section 17 shall survive the termination of this contract.

**PECOS-BARSTOW-TOYAH ISD**

By: Sam Contreras

DATE: 8-31-18

Sam Contreras  
Board President

**SUPERINTENDENT**

Dr. Jose A. Cervantes

Dr. Jose A. Cervantes  
Superintendent

DATE: 8/29/18