

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 Jim Haley (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 January 20, 2017 and ending on June 30, 2020.
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.

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.

3. 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.
4. 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 salary in the sum of (\$146,000) One-hundred Forty-Six Thousand Dollars. 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 \$146,000.

(b) Other Benefits

- (1) 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.
- (2) 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.
- (3) Housing. The District shall provide the Superintendent the District's house located at 1713 Madison Pecos, Texas at a cost of (\$1,200.00) twelve hundred dollars to be paid every month by the Superintendent until the Superintendent gives one month notice that he will vacate the house. The Superintendent shall be responsible for all utilities and the District shall pay for maintenance and repairs associated with the housing. The Superintendent must receive Board approval before making any improvements to the home. Any improvements made to the home using the Superintendent's own funds will become property of the District.
- (4) Relocation Allowance. The District will reimburse actual cost of relocation provided receipts are presented by the Superintendent relating to the expenses incurred in changing residence and moving the Superintendent's family and personal possessions.
- (5) 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.

- (6) **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.
  - (7) **Transition Pay.** The District shall pay the Superintendent the daily rate of \$608.33 for days worked by the Superintendent before the start of the contract on January 4, 2016.
  - (8) **Golden Handcuffs.** The District shall allocate (\$20,000.00) twenty thousand dollars into an escrow account on the date this agreement is executed and additional (\$20,000) twenty thousand dollars on the same date in 2017 and 2018 for a total of (\$60,000) sixty thousand dollars. If the Superintendent is continuously employed by the District until July 1, 2019, the Superintendent shall be paid the \$60,000 in one lump sum, or as the Superintendent prefers over the next 3 years. If the Superintendent is placed on administrative leave, proposed for non-renewal, or proposed for termination before July 1, 2019, this provision shall be null and void, and the District will not have an obligation to pay the Superintendent under this paragraph.
5. 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 contract rights afforded to the Superintendent and the District are governed by Chapter 21 of the Texas Education Code and board policy.
6. 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 2017 or at a mutually agreed date.
7. 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.

8. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas law and board policy.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. 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.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
12. The Superintendent may resign, with the consent of the Board, at any time or as allowed by state law.
13. 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.
14. 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.
15. To the extent allowed by law the District shall defend, hold harmless, and indemnify 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 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.

**FOR THE BOARD OF TRUSTEES:**

Gail Box

Mrs. Gail Box  
Board President

DATE: 1-26-17

Jim Haley

Mr. Jim Haley  
Superintendent

DATE: 1/25/17