

STATE OF TEXAS §
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COUNTY OF HALE §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Petersburg Independent School District (the "District") and Dr. Brian Bibb (the "Superintendent").

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

1. The Board agrees to employ the Superintendent on a twelve-month basis for three (3) years, beginning July 1, 2021 and ending June 30, 2024.
2. This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent 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.

3.1 Disability insurance. During the Superintendent's employment with the District, the District shall pay the premium for long term and short term disability insurance coverage for the Superintendent which provides a monthly payment of at least sixty percent (60%) of the Superintendents monthly salary, or the maximum amount available by law.

4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her 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. All outside employment must be in accordance with Texas Education Code Section 11.201(e).
5. 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 One Hundred Three Thousand and No/100 Dollars (\$103,000). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
 - (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 Section 5(a) of this Agreement.

(c) Other Benefits

- i. *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses 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 cars, 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 policy.
- ii. *Automobile Allowance.* The Board recognizes that the Superintendent's personal automobile will be used for District-related purposes. The District will reimburse a rate established by the State Comptroller. The Superintendent is authorized to use the school vehicle when traveling with other school personnel or when Superintendents personal vehicle is not available due to a family obligation.
- iii. *Phone Allowance.* The Board recognizes that the Superintendent's personal phone will be used for District-related purposes. Therefore, the District shall provide the Superintendent with a phone allowance in the amount of Sixty Dollars (\$60) per month to defray the cost of such use.
- iv. *Technology Allowance.* The Board recognizes that the Superintendent's personal technology resources will be used for District-related purposes. Therefore, the District shall provide the Superintendent with a technology allowance in the amount of Fifty Dollars (\$50) per month to defray the cost of such use.
- v. *Vacation.* The Superintendent may take, at the Superintendent's choice, subject to the Board's notification, the same number of days of vacation and personal leave authorized by the policies adopted by the Board for administrative employees on twelve-month contracts. 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. Accrued but unused vacation days, up to a maximum of 5 days annually, shall accumulate and carry forward from year to year during the term of this contract.
- vi. *Insurance.* The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.
- vii. *Professional Growth.* 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 state and regional membership in professional organizations, to include but not limited to, the Texas Association of

School Administrators (TASA), the Texas Association of Community Schools (TACS, and his reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the board. Reasonable expenses of such professional organization membership and professional growth activities shall be borne by the District.

- viii. **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.
 - ix. **Housing.** The District shall provide the Superintendent a housing allowance in the amount of \$6000 per year to be paid in equal installments monthly during the year.
6. ***Indemnification.*** To the extent it may be permitted to do by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent of the District, providing the incident(s), which is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorney's fees, arise from an act or omission of Superintendent, acting within the course and scope of Superintendent's employment with the District: excluding, however any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined by the Board that Superintendent committed official misconduct; committed a criminal act; or committed a willful or wrongful act or omission or an act or omission constituting gross negligence; or acted in bad faith; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this contract.
7. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

8. 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 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.
9. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. 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.
10. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows;
 - a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this 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, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or in efficiency;
 - c) Insubordination or failure to comply with lawful written Board directives;
 - d) Failure to comply with the Board's policies or the District's administrative regulation;
 - 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 impairs performance of the required duties of the Superintendent;
 - l) Immorality, which is conduct the Board determines, is 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 documentation related to the District's activities;
 - o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
 - p) Failure to fulfill requirements for superintendent certification; or,
 - q) Any other reason constituting "good cause" under Texas Law.
11. This Agreement shall be terminated upon the retirement or death of the Superintendent.
12. 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.

13. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
14. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 90 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
15. 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.
16. 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.
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. The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. Upon the Board's request, the physician shall submit a confidential statement to the Board, certifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be contained in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination. A current Bus Driver physical on file with the District will fulfill this requirement.
19. 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 the Superintendent's Contract, or the Superintendent's evaluation, or when the Board is acting in its capacity as a tribunal.
20. 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.

21. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 24th day of February, 2021.

Signed this 10th day of February, 2021. Signed this 10th day of February, 2021.

President, Board of Trustees

Superintendent