

BURTON INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

It is hereby agreed by and between the Board of Trustees of the BURTON Independent School District (hereinafter the "Board") and Mr. JAMES PALMER (hereinafter the "Superintendent" or "Mr. PALMER") that the Board, in accordance with Texas Education Code §11.201, and as recorded in the official minutes of the meeting of the Board held on February 21, 2011 has and does hereby employ Mr. James Palmer as Superintendent of the Burton Independent School District (hereinafter the "District") under the following terms:

1. The Superintendent shall be employed for twelve months per year during the term of this Contract. The term of this Contract shall commence on, July 1, 2011, and end on June 30, 2014. The Board may, at its sole discretion, extend the term of this Contract annually, for an additional year, with the consent of the Superintendent.
2. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District, as prescribed by Board policy and as may be assigned by the Board, and shall comply with all Board policies and directives, state and federal law, and District rules and regulations as they exist or may hereafter be amended. It shall be the duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. 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. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

3. The Superintendent shall be paid a salary of \$96,284.80 per year, payable in equal installments in accordance with Board policy governing payment to other professional staff members in the District. The Board shall have the right to further adjust the annual salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein set forth. Any such further adjustment in the Superintendent's salary made during the term of this Contract shall be in the form of an amendment or addendum and shall become part of the Contract. The annual salary is predicated on 226 workdays each year.

4. The District shall also pay or reimburse the Superintendent for any reasonable and necessary expenses in addition to those stated specifically above that are incurred by the Superintendent in the continuing performance of duties under this Contract. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such business expenses. The District shall also pay the premiums in their entirety for District-sponsored employee benefits such as vision/dental insurance, and other benefits for the Superintendent under the same program or policy as provided to other administrative employees of the District. The Superintendent shall observe the same legal holidays and receive the same vacation, sick leave and personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

5. The Superintendent shall furnish throughout the term of this Contract a valid and

appropriate certificate as defined in the Texas Education Code to act as a superintendent in this state. The Superintendent hereby agrees to devote his time, skill, labor and attention exclusively to said employment during the term of this Contract. The Superintendent may, with prior notice to, and prior approval by, the Board, undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District. Such outside endeavors are distinguishable from participation in professional meetings and/or seminars as referenced in paragraph 8, below.

6. The Board and the Superintendent shall maintain a working relationship which is in the best interests of the District. To that end, all criticisms, complaints or suggestions received by the Board, or any individual Board member(s) shall, prior to any action being taken as to same, be referred to the Superintendent for appropriate resolution, study or recommendation; and the Superintendent shall be permitted to attend all meetings of the Board, both open and closed, and participate in all deliberations of the Board, except those meetings from which he may be excluded as a matter of law, or as due process may require.

7. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship. The Board shall evaluate the Superintendent annually in writing in accordance with an evaluation instrument mutually agreed upon by the Board and Superintendent in accordance with Board policy and state and federal law. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. All goals approved by the Board shall be reduced to writing and shall be

the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in implementing these goals.

8. The Superintendent may attend and participate in appropriate seminars, courses, or professional meetings at the local and state level. The District shall pay the annual dues of the Superintendent for membership in up to four (4) professional organizations and two (2) local civic organizations as determined by the Superintendent.

9. The Superintendent shall have a comprehensive medical examination performed each year by a licensed physician, at District expense, and shall annually obtain a statement from such physician certifying that he is physically able to perform his duties.

10. This Contract may be terminated at any time with mutual consent of the Board and the Superintendent, or for good cause under applicable law and Board policy. Incompetence or inefficiency in the performance of duties shall not be considered good cause for the termination unless the Board has first provided the Superintendent with a reasonable opportunity for remediation. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state law.

11. The Board agrees that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District. The District shall provide insurance coverage to protect the

Superintendent under this paragraph, and the provisions of this paragraph shall survive the termination of this Contract.

13. This Contract shall be governed and interpreted by the laws of Texas and shall be performable in Washington County, Texas. This Contract combines all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties. 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. 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.

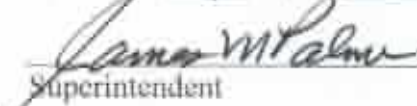
EXECUTED effective this the 21st of February 2011 .

Signed this 23rd day of March, 2011



President, Board of Trustees

Signed this 24th day of MARCH, 2011



Superintendent