

SUPERINTENDENT TERM CONTRACT

COLUMBIA-BRAZORIA INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

This Agreement is made and entered into this, the 1st day of October 2009, by and between the Board of Trustees (the "Board") of the Columbia-Brazoria Independent School District (the "District") and Carol Bertholf (the "Superintendent").

WITNESSETH:

Now, therefore, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 of the Texas Education Code, have agreed, and do hereby agree, as follows:

Whereas the Superintendent has accepted the offer of employment as Superintendent of the District;

Now therefore, 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, have agreed, and do hereby agree, as follows:

I. TERM

The Board agrees to employ the Superintendent for a term of three years and twelve days beginning July 1, 2009 and ending June 30, 2012. The anniversary date for each year during the term of this contract or any extension thereof shall be from July 1 through June 30 of the next succeeding year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this contract as permitted by state law.

II. DUTIES

Both parties agree that the Superintendent shall perform the duties of Superintendent of Schools for the District, specifically, but without limiting, the duties of the Superintendent as prescribed in state law, the job description, and as may be lawfully assigned by the Board from time to time. 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.

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III. EMPLOYMENT

A. 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 lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, 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 employ all other personnel consistent with the Board's policies. It shall be the further 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. 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 must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

B. 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 active attendance and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board encourages the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and Board deem appropriate to attend such seminars, courses, or meetings.

C. The Superintendent may take, at the Superintendent's choice, the number of days of vacation authorized by the Board for administrative employees on 226-day contracts. 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 is hereby granted the same benefits, legal holidays, and leave as authorized for administrative employees on 226-day contracts.

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IV. COMPENSATION

A. SALARY. The District shall provide the Superintendent with an annual salary in the sum of One hundred fifteen thousand three hundred and eighteen dollars and eighty cents. (\$115,318.80). This annual salary will be prorated if the Superintendent works for less than the number of days designated for central office administrators on the professional employment calendar adopted annually by the Board (July 1 through June 30) during any of the school years covered by this Contract (2009-2010, 2010-2011, 2011-2012). This annual salary shall be paid to the Superintendent in installments, consistent with the Board's policies. 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 this Agreement. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new Contract or an addendum to this Contract incorporating the adjusted salary.

B. INSURANCE. The District shall pay the same premiums for hospitalization, major medical, life, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.

C. EXPENSES. The Board 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 consistent with policies and guidelines governing other District employees. The District agrees to pay the actual and incidental costs incurred by the Superintendent for out of district travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The district provides the Superintendent with a car allowance of \$300.00 per month. Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

D. MOVING/RELOCATION EXPENSES. The Superintendent will relocate to live within the District within a reasonable period of time. In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings. The Superintendent shall document all expenses with receipts, cancelled checks, or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses, provided, however, that the District shall not pay moving company reimbursement expenses in excess of the amount the District determines as the lowest of three moving company quotes obtained by the Superintendent, if applicable.

E. ORGANIZATIONS. The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies. Additional compensation for normal expenses incurred in the job are to be addressed on an as-needed basis, with no established or guaranteed amount implied with this Contract but which will include, but is not limited to, membership fees for two (2) local civic groups and three (3) professional groups selected by the Superintendent.

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F. PHYSICAL EXAMINATION. The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination.

V. GOALS AND EVALUATION

A. DEVELOPMENT OF GOALS. As soon as possible after the execution of this contract and annually thereafter during the term of this contract, the Board and the Superintendent shall meet to establish the Superintendent's goals and objectives for the next academic year. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the district and for the Superintendent. The District goals and the Superintendent's goals approved by the Board shall at all times be reduced to writing and shall be among the criteria by which the Superintendent's performance is reviewed and evaluated. 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 Board policy and state and federal law.

B. TIME AND BASIS OF EVALUATION. The Board shall evaluate and assess in writing the performance of the Superintendent in January of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. If the Board makes substantive revisions in the Superintendent's evaluation instrument and/or process at any time during the term of this contract or any extension thereof, the Superintendent shall be given a reasonable period of time to become familiar with such revisions and a reasonable opportunity to satisfy any new or different expectations evidenced by the revised instrument and/or process, before it is used to conduct his/her evaluation.

C. CONFIDENTIALITY. Unless the Superintendent requests otherwise in writing, the evaluation of the Superintendent 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.

D. EVALUATION FORMAT AND PROCEDURES. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this contract, the Board's policies, and state and federal law.

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VI. NONRENEWAL, DISCHARGE, REASSIGNMENT, RESIGNATION, TENURE, AND RECORDS

A. NONRENEWAL. The renewal or nonrenewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. At any time during the contract term, the Board may, in its discretion, with the consent of the Superintendent, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.

B. DISCHARGE. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code, Chapter 21, as determined by State law. In the event that the Board terminates this contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

C. REASSIGNMENT. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

D. RESIGNATION. 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 written consent of the Board, at any other time.

E. TERMINATION. This agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.

F. TENURE. 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.

G. COMPLIANCE WITH RECORDS REQUIREMENTS. The Superintendent shall provide 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. Any material misrepresentation in any of these records may be grounds for dismissal. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification and any other certificates required by law.

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VII. MISCELLANEOUS

A. BOARD MEETINGS. 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 for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a hearing body. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

B. CRITICISMS, COMPLAINTS, AND SUGGESTIONS. 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.

C. PROVIDING A DEFENSE. The Board contracts that the District shall indemnify, defend, and hold the superintendent harmless 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 providing 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 as set forth herein. The District's obligation to defend the Superintendent under this paragraph survives the termination of this Contract for qualifying acts or failures to act during the term of this contract or any extension thereof. The Superintendent shall fully cooperate with the District in defense of any all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of the Contract.

VIII. CONTROLLING LAWS AND REGULATIONS

A. CONTROLLING LAW. This Contract shall be governed by the laws of the State of Texas and shall be performable in Brazoria County, Texas, unless otherwise provided by law. The laws, policies, procedures, directives, rules, and regulations to which the Superintendent is subject are not incorporated into this Contract and shall not be considered as terms of this Contract.

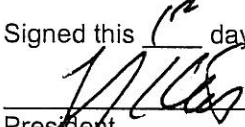
B. COMPLETE AGREEMENT. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

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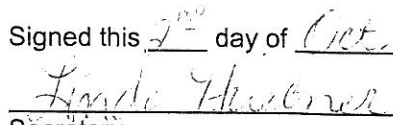
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C. CONFLICTS. In the event of any conflict between the terms, conditions, and provisions of this Employment contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless prohibited by law, the terms of the Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

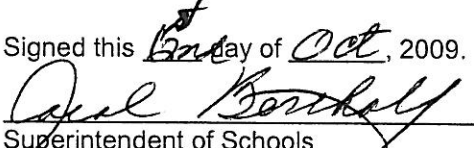
D. SAVINGS CLAUSE. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as 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.

Signed this 1st day of October, 2009.


President
Columbia-Brazoria Independent School District

Signed this 2nd day of Oct., 2009.


Secretary
Columbia-Brazoria Independent School District

Signed this 6th day of Oct, 2009.


Superintendent of Schools
Columbia-Brazoria Independent School District