

State of Texas
County of Wharton

Date given Employee 1/28/10
Date returned by Employee 1/28/10

**ADMINISTRATOR
MULTIPLE-YEAR TERM CONTRACT**

The Board of Trustees (hereinafter, Board) of BOLING INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, Charles Butcher (the "Employee"), in the position of Superintendent and the Employee accepts employment on the following terms and conditions:

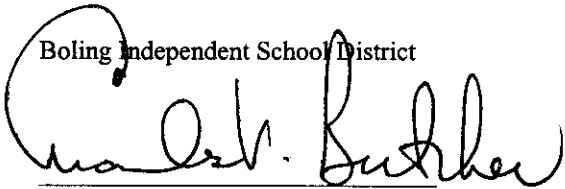
1. The Employee shall be employed on a 12 month basis (226 days per year) for one year, beginning July 1, 2010 and ending June 30, 2013, according to hours and dates set by the District, as they exist or may hereafter be amended.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan approved by the Board, but in no event less than \$100,000.00. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. This contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this contract. This contract does not create a property right to continued employment in any supplemental duty.
4. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
5. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives, as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned.
6. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or the District. Failure of the employee to maintain certification in the position (s) assigned may be grounds for discharge. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may be grounds for discharge. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or any offense involving moral turpitude.
7. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
8. In accordance with the Texas Education Code, Chapter 21, Subchapters E and F, the Board may terminate this contract and discharge Employee or suspend Employee with out pay during the term of this contract for good cause as determined by the Board. A suspension without pay may not extend beyond the end of the school year.
9. The Board may terminate this contract and discharge Employee during the term of the contract if it determines that a financial exigency requires a reduction in personnel. Financial exigency, as used herein, means any event or occurrence that creates a need for the district to reduce financial expenditures for personnel including, but not limited to, a decline in the Board's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
10. A determination by the Board that a program change requires that the contract of Employee be terminated during the contract term constitutes good cause for dismissal. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.

Charles Butcher

11. Employment in federally or categorically funded positions is expressly conditioned up on the availability of full funding for the position.
12. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. Neither right of tenure nor any other contractual obligation, other expectancy of continued employment, or claim or entitlement is created beyond the contract term.
13. Renewal or no-renewal of this contract shall be in accordance with state law; Texas Education Code 21, Subchapter E; and Board policy.
14. Employee may be released from this contract only in accordance with Texas Education Code 21.210 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due and owing salary amount is fully paid.
15. With Employee's consent, the Board may substitute and supersede this contract by issuing a new contract, beginning prior to the end of this contract term, thereby extending the employment term. Such an action shall have the effect of extinguishing this contract and replacing it with entirely new contract. Failure to so extend shall not constitute non-renewal.
16. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
17. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.
18. This offer of employment for the **2010-2011** school year shall expire unless this contract is signed and returned to the Superintendent on or before **January 28, 2010**. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of any existing contract term.
19. **Note: The district will provide a vehicle for the Superintendent.**

I have read this contract and agree to abide by its terms and conditions:

Boling Independent School District



Charles Butcher

1/28/2010
Date

Donald Sciba
Donald Sciba, Board of Trustees President

2/3/2010
Date

Step:	20
State:	\$ 53,124.00
Local:	\$ 46,876.00
Total Contracted Salary	\$100,000.00

Date Run: 07-15-2010 1:05 PM
Cnty Dist: 241-901

Employee Salary Information
BOLING ISD

Program: HRS1650
Page: 1 of 1

Name: CHARLES VICTOR BUTCHER	Emp Nbr: 000128	Yrs Experience District: 00	Pay Freq: F
Address: P O BOX 488 BOLING, TX 77420	SSN:	Yrs Experience Total: 00	Pay Campus: 901
Phone: (979) 657-3862	DOB: 10-03-1947	Yrs Prof Exper District: 18	Primary Campus: 901
Original Emp Date: 07-01-1992	Degree: 2 - Master's	Yrs Prof Exper Total: 40	Marital Status: S
Estimated Annual Salary: \$0.00	Latest Re-Emp Date: 07-01-1992	Extract ID: JUN	Nbr Exempts: 00
	Retirement Date:	E-mail: cbutcher@bolingisd.net	

Budget Information

Job: SUPERINTENDENT

Account Code	Amount	Percent	Activity	TRS Grant	Exp 373	Acct Type	Extra Duty Cd	Perform Pay
199-41-6119.00-701-199000	\$75,000.00	75.00%	80		Y	G		<input type="checkbox"/>
199-34-6119.03-801-199000	\$25,000.00	25.00%	80		Y	G		<input type="checkbox"/>

Salary Calculation

Job: SUPERINTENDENT

Annual Salary:	\$100,000.00	State Min Salary:	\$53,124.00	State Step:	20
Pay Rate:	\$8,333.33	OT Elg:	N	Yrs in Career Ladder:	0
Daily Rate:	\$442.48	OT Rate:	\$0.00		

Miscellaneous Pay (in addition to salary listed)

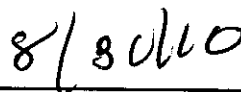
Business Allowance

Type	Amt	Pymnts
Taxable:	\$0.00	00
Non-Tax:	\$0.00	00

The above salary information is true and correct as shown. I understand that this sheet will be attached to the contract I signed earlier in the year and shall supercede any salary amounts previously quoted.



Employee Signature



Date