



# **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

## **ANNUAL FINANCIAL ACCOUNTABILITY MANAGEMENT REPORT**



**SCHOOL FIRST  
FINANCIAL INTEGRITY RATING  
SYSTEM OF TEXAS**

# OVERVIEW

The Brownsville I.S.D. received a “*passing rating*” under the Texas School Finance Accountability Rating System for fiscal year 2013-2014.

Senate Bill 218 (Title 19 of the Texas Administrative Code, § 109.1005) requires each school district to prepare an Annual Financial Accountability Management Report within two months after receipt of its final School FIRST rating. The school district must announce and hold a public meeting to distribute a financial management report that explains the district’s rating and its performance under each indicator for the current and previous year’s ratings.

The attached report describes the district’s status details for each indicator and the data used to calculate the rating. A negative response to any of the first four indicators results in the district receiving a rating of Substandard Achievement. Indicators 5<sup>th</sup> through 7<sup>th</sup> have a maximum score of 10 points (each).

The Annual Financial Accountability Management Report includes five disclosures as required by Chapter 109, of the Commissioner of Education (as follows):

1. A copy of the superintendent’s current employment contract.
2. A summary schedule for fiscal year 2013-2014 of total reimbursements received by the superintendent and each board member.
3. A summary schedule for fiscal year 2013-2014 of the dollar amount of outside compensation and/or fees received by the superintendent from another school district or any other entity in exchange for professional consulting and/or other personal services.
4. A summary schedule for fiscal year 2013-2014 of the total dollar amount by the executive officers and board members of gifts that had an economic value of \$250 or more.
5. A summary schedule for fiscal year 2013-2014 of the dollar amount by board member for the aggregate amount of business transactions with the school district.



**Financial Integrity Rating System of Texas**  
**RATINGS BASED ON SCHOOL YEAR 2013-2014**  
**DATA - DISTRICT STATUS DETAIL**

<b>Name: BROWNSVILLE ISD(031901)</b>		<b>Publication Level 1:</b> 8/20/2015 11:24:40 AM	
<b>Status: Passed</b>		<b>Publication Level 2:</b> 8/20/2015 11:24:40 AM	
<b>Rating: Pass</b>		<b>Last Updated:</b> 8/20/2015 11:24:40 AM	
<b>District Score: 30</b>		<b>Passing Score: 16</b>	
#	Indicator Description	FY 12-13	FY 13-14
1	<p>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</p> <p>A simple indicator. Was the Annual Financial Report filed by the deadline?</p> <p>Response: The Brownsville I.S.D. Annual Financial and Compliance Report was submitted to T.E.A. on November 21, 2014.</p>	<b>Passed</b>	<b>Passed</b>
2	<p>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</p> <p>A "modified" version of the auditor's opinion in the Annual Audit Report means that the district needs to correct some of the reporting or financial controls. The district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.</p> <p>Response: The Brownsville I.S.D. received an "unmodified opinion" on the Annual Financial and Compliance Report for fiscal year ended June 30, 2014.</p>	<b>Passed</b>	<b>Passed</b>

#	Indicator Description	FY 12-13	FY 13-14
3	<p>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</p> <p>This indicator seeks to make certain that the district has paid bills/obligations on financing arrangements to pay for school construction, school buses, photocopiers, etc.</p> <p>Response: The Brownsville I.S.D. had no disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations.</p>	Passed	Passed
4	<p>Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)</p> <p>This indicator simply asks, "Did the district total assets exceed the total amount of liabilities (according to the very first financial statement in the Annual Audit Report)?"</p> <p>Response: Brownsville I.S.D. total unrestricted net asset at June 30, 2014 was \$82,855,200.</p>	Passed	Passed
5	<p>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</p> <p>This indicator measures the percentage of their budget that Texas school districts spent on administration. Did the school district exceed the cap in School FIRST for district of our size?</p> <p>Response: The Brownsville I.S.D. administrative cost ratio was 7.38% at June 30, 2014 (refer to table on page 6).</p>	5 of 5 Points	10 of 10 Points

#	Indicator Description	FY 12-13	FY 13-14
6	<p data-bbox="253 281 1101 411">Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</p> <p data-bbox="253 443 1101 632">This indicator measures the quality of data reported to PEIMS and in the school district's Annual Financial and Compliance Report to make certain that the data reported in each case "matches up". If the difference in numbers reported in any fund type is 3 percent or more, the district "fails" this measure.</p> <p data-bbox="253 663 1101 726">Response: The Brownsville I.S.D. data quality variance was less than 3 percent for fiscal year 2013-2014.</p>	5 of 5 Points	10 of 10 Points
7	<p data-bbox="253 768 1101 926">Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</p> <p data-bbox="253 957 1101 1052">Any internal weaknesses create a risk of the school district not being able to properly account for its use of public funds and should be immediately addressed.</p> <p data-bbox="253 1083 1101 1178">Response: No material weaknesses in internal controls were disclosed in the Brownsville I.S.D.'s Annual Financial and Compliance Report.</p>	Passed	10 of 10 Points

### INDICATOR #5 - DETERMINATION OF POINTS

<b>ADA Size</b>	<b>10</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>0</b>
<b>10,000 and Above</b>	<b>&lt;= 0.0855</b>	<b>&gt; 0.0855 &lt;= 0.1105</b>	<b>&gt; 0.1105 &lt;= 0.1355</b>	<b>&gt; 0.1355 &lt;= 0.1605</b>	<b>&gt; 0.1605 &lt;= 0.1855</b>	<b>&gt; 0.1855</b>
<b>5,000 to 9,999</b>	<b>&lt;= 0.1000</b>	<b>&gt; 0.1000 &lt;= 0.1250</b>	<b>&gt; 0.1250 &lt;= 0.1500</b>	<b>&gt; 0.1500 &lt;= 0.1750</b>	<b>&gt; 0.1750 &lt;= 0.2000</b>	<b>&gt; 0.2000</b>
<b>1,000 to 4,999</b>	<b>&lt;= 0.1151</b>	<b>&gt; 0.1151 &lt;= 0.1401</b>	<b>&gt; 0.1401 &lt;= 0.1651</b>	<b>&gt; 0.1651 &lt;= 0.1901</b>	<b>&gt; 0.1901 &lt;= 0.2151</b>	<b>&gt; 0.2151</b>
<b>500 to 999</b>	<b>&lt;= 0.1311</b>	<b>&gt; 0.1311 &lt;= 0.1561</b>	<b>&gt; 0.1561 &lt;= 0.1811</b>	<b>&gt; 0.1811 &lt;= 0.2061</b>	<b>&gt; 0.2061 &lt;= 0.2311</b>	<b>&gt; 0.2311</b>
<b>Less than 500</b>	<b>&lt;= 0.2404</b>	<b>&gt; 0.2404 &lt;= 0.2654</b>	<b>&gt; 0.2654 &lt;= 0.2904</b>	<b>&gt; 0.2904 &lt;= 0.3154</b>	<b>&gt; 0.3154 &lt;= 0.3404</b>	<b>&gt; 0.3404</b>
<b>Sparse</b>	<b>&lt;= 0.3364</b>	<b>&gt; 0.3364 &lt;= 0.3614</b>	<b>&gt; 0.3614 &lt;= 0.3864</b>	<b>&gt; 0.3864 &lt;= 0.4114</b>	<b>&gt; 0.4114 &lt;= 0.4364</b>	<b>&gt; 0.4364</b>

**DISCLOSURE #1:**

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CAMERON           §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 1st day of July, 2015, by and between the Board of Trustees (the "Board") of the Brownsville Independent School District (the "District") and Dr. Esperanza Zendejas, ("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 other provisions of the Texas Education Code, and the general laws of the State of Texas, have agreed, and do hereby agree, as follows:

**I. Term**

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District commencing on July 1, 2015, and ending on June 30, 2018. In all years of this Contract, the Contract year shall be from July 1st through June 30th. The contract is for 226 days per contract year. In the event that the Superintendent works more than 226 days in the Contract year, she shall be entitled to no additional compensation or compensatory work credit in future years. 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.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

**II. Employment**

2.1 **Duties.** 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 Board policy and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, 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, evaluate and accept resignations of the employees of the District consistent with Board policies and federal and state law, except that only the Board may evaluate and accept the resignation of the Superintendent. 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. In the case of administrative assignment and/or reassignment, the Superintendent shall advise the Board of administrative assignment and/or reassignment. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall, from time to time, suggest policy, regulations, rules and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by the Board.

**2.2 Consulting.** During the term of this Contract, the Superintendent will not engage in any consulting activities for a fee, or in any outside employment without the prior consent of the Board. The Superintendent will comply with all District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract.

**2.3 Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof hold and maintain valid and appropriate certifications or permits required to act as a Superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification and all other certificates required by law. The Superintendent shall provide evidence of such certifications or permits to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for personnel files of the District. Failure to maintain valid and appropriate certifications or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

**2.4 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

**2.5 Board Meetings.** Unless otherwise prohibited by law, 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 Contract or the Superintendent's salary and benefits as set forth in this Contract, the Superintendent's evaluation or to discuss the duties and responsibilities of the Superintendent, for purposes of resolving conflicts between individual Board members, when the Board is acting in its capacity as a tribunal, or if there is a legal dispute between the Board and the Superintendent. There may also be times when the Board deems it appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

**2.6 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 action.

**2.7 Legal Defense/Indemnification.** The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District if the incident in question arose while the Superintendent was acting within the course and scope of his employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which she could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided under any such contract of insurance. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The Superintendent shall reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph and the obligation of the District under this paragraph shall continue after the termination of this Contract.

### **III. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred and Forty Thousand Dollars (\$240,000). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. In computing a daily rate under a provision of this Contract, it shall be computed using the annual salary, as adjusted, without inclusion of any other amount of compensation, and using a 226 day Contract year.

**3.2 Salary Adjustments.** At any time during the term of this Contract, 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 3.1 of this Contract except by mutual agreement of the two parties, if done in accordance with Sections 21.4032 or 21.212 of

the Texas Education Code, or to implement a furlough program applicable to the Superintendent in accordance with state law. Such adjustments shall be made pursuant to a lawful Board action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment or addendum incorporating the adjusted salary.

**3.3 Leave.** The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of leave authorized by policies adopted by the Board for administrators on twelve-month 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 Contract. 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent may accrue and carry over unused vacation days and personal leave days from year to year and carried over into subsequent years of this Contract in accordance with Board policy or with the approval of the Board. The Superintendent may request in writing that any accumulated vacation days, ten (10) per year, and personal leave days, five (5) per year, not used during the term of this contract be paid at the Superintendent's daily rate in exchange for the unused vacation days and personal leave days. The Superintendent shall be entitled to all approved school holidays. The Superintendent shall be provided ten (10) paid vacation days per year and five (5) personal leave days per year.

**3.4 Sick Leave.** Upon termination of this contract because of death, retirement, resignation, or permanent disability of the Superintendent and to the extent allowed by applicable law, the District shall purchase the Superintendent's unused sick leave days at the Superintendent's daily rate at the time of purchase.

**3.5 Insurance.** The Superintendent shall have access to health insurance pursuant to the group health care plan provided by the District for its administrative employees. The District shall pay the premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the core group health care plan provided by the District for its administrative employees. The District shall also provide the Superintendent with a term life insurance policy of the Superintendent's choice, with a death benefit not to exceed \$500,000.00 (Five Hundred Thousand Dollars and 00/100). The annual premium for such life insurance policy shall not exceed three thousand and No/100 Dollars (\$3,000.00). The Superintendent shall designate the beneficiary of the proceeds of this life insurance policy.

**3.6 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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage 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 the 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, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and reasonable and necessary fees for travel and subsistence expenses for such matters shall be paid by the District in accordance with the expenses provisions (Section 3.8) herein.

**3.7 Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be paid by the District.

**3.8 Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the boundaries of the District and the City of Brownsville for school district business. Such actual or incidental 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 Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

**3.9 Organizational Membership Dues.** The District will annually pay dues/membership in selected key professional organizations that will benefit the Superintendent and the school district. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships, specifically approved by the Board from time to time, as necessary to maintain and improve the Superintendent's professional skills or to represent the school district's interests.

**3.10 Automobile.** In light of the unique nature of the professional duties of the Superintendent of Schools, Board shall provide Superintendent with an automobile allowance of Nine Thousand Dollars and 00/100 (\$9,000.00) annually for local travel and expenses to be paid equally over twelve (12) months (Seven Hundred Fifty Dollars and 00/100 (\$750.00) per month).

#### **IV. Annual Performance Goals**

**4.1 Development of Goals.** On or before September 1<sup>st</sup> of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District and the Board shall conduct a formative evaluation of the Superintendent before September 15<sup>th</sup> of every year during the term of this contract. These goals may be reevaluated by the Board for purposes of this Contract by February 15 of every year during the term of this contract. The parties may, by mutual agreement, change the date to set goals. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

## V. Review of Performance

5.1 **Time and Basis of Evaluation.** Beginning in the school year 2015-2016, at a minimum the Board shall evaluate with a summative evaluation and assess in writing the performance of the Superintendent annually by June of every year covered by this contract. The parties may, by mutual agreement, change the time period to complete the evaluation, but said summative evaluation shall be completed by June 30<sup>th</sup> of every year covered by this contract. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.1. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Unless the Superintendent specifically requests otherwise in accordance with applicable law, all meetings, conferences, and discussions by the Board concerning the Superintendent's performance shall be held in closed, session and shall be considered confidential to the extent permitted by law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.2 **Performance Benchmarks.** The Board and the Superintendent further agree to establish written performance benchmarks for the Superintendent by October 15, 2015 and by October 15th of each year of the Contract. The parties may, by mutual agreement, change the date to establish performance benchmarks. The purpose of the benchmarks is to provide additional information and data to the Board and Superintendent to aid in the Superintendent's annual evaluation. The Board and the Superintendent shall meet and collaborate in establishing the performance benchmarks. The final draft shall be agreed to and approved by both the Board and the Superintendent, and signed by the Board President and the Superintendent. The performance benchmarks are retroactive to the beginning date of this Contract.

## VI. Termination or Amendment of Employment Contract

6.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

6.2 **Retirement, Disability, or Death.** This Contract shall be terminated upon the retirement, disability preventing performance of duties, or death of the Superintendent.

6.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with state law and Board policy.

6.4 **Disability of Superintendent.** Should the Superintendent be unable to perform any or all of the duties of her position by reason of illness or accident, she may use all accumulated state sick leave days, local sick leave days, nonduty days and vacation days. After exhausting all accrued paid leave days, if the Superintendent cannot resume her duties, a

determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of her material duties and obligations of employment, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all his rights to a hearing in consideration for the lump-sum payment of three months salary and benefits by the District upon termination of this Contract due to disability.

**6.5 Termination Procedure.** In the event the Board proposes the termination of 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.

**6.6 Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by providing written notice to the Board as provided by state law. The Superintendent may resign, with the consent of the Board, at any other time.

**6.7 Financial Exigency.** In the event of a financial exigency declared under Section 44.011 of the Texas Education Code that requires reduction in personnel, the District may choose to amend the terms of the contract of the Superintendent. If the contract is amended under this Code section, the Superintendent may resign without penalty by providing reasonable notice to the Board of Trustees and may continue employment during this notice period under the terms of the Contract before amendment.

#### **Article VII. Miscellaneous**

**7.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Cameron County, Texas, unless otherwise provided by law.

**7.2 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. Superintendent expressly acknowledges that she sought and received advice, as she has deemed necessary or appropriate relative to this contract, including, but not limited to, seeking the advice of legal or other counsel. Superintendent acknowledges that she has entered this contract freely and is knowledgeable about and understands the terms and conditions governing this contract.

**7.3 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 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.

7.4 **Savings Clause.** 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

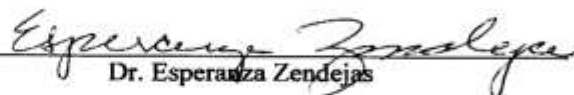
By:   
Minerva Pena,  
President Board of Trustees, Brownsville ISD

ATTEST:

  
By:

Executed this 25<sup>th</sup> day of June, 2015.

SUPERINTENDENT

By:   
Dr. Esperanza Zendejas

Executed this 25<sup>th</sup> day of June, 2015.

**DISCLOSURES:**

**#2 – SUPERINTENDENT & BOARD MEMBERS REIMBURSEMENTS**

**#3 – OUTSIDE COMPENSATION AND/OR FEES RECEIVED BY THE SUPERINTENDENT FOR PROFESSIONAL CONSULTING AND/OR OTHER PERSONAL SERVICES**

<b>Superintendent and Board Members Reimbursements For Fiscal Year 2014</b>						
<b>Name</b>	<b>Lodging</b>	<b>Meals</b>	<b>Motor Fuel</b>	<b>Other</b>	<b>Transportation</b>	<b>Total</b>
Dr. Carl A. Montoya	\$ 1,427.75	\$ 108.67	\$ -	\$ 1,385.00	\$ 2,393.04	\$ <b>5,314.46</b>
Dr. Enrique Escobedo	390.75	210.00	-	295.00	275.04	\$ <b>1,170.79</b>
Luci B. Longoria	1,044.92	280.00	-	1,145.00	576.00	\$ <b>3,045.92</b>
Jose Chirinos	418.64	285.00	-	425.00	298.05	\$ <b>1,426.69</b>
Cesar Lopez	1,138.74	475.00	-	1,235.00	801.34	\$ <b>3,650.08</b>
Minerva Peña	-	195.00	-	75.00	123.57	\$ <b>393.57</b>
Herman Otis Powers Jr.	369.99	210.00	-	415.00	392.80	\$ <b>1,387.79</b>
Caty Presas-Garcia	2,138.60	635.00	-	1,190.00	1,402.91	\$ <b>5,366.51</b>
Dr. Christina Saavedra	324.20	350.00	-	-	-	\$ <b>674.20</b>
	<b>\$ 7,253.59</b>	<b>\$ 2,748.67</b>	<b>\$ -</b>	<b>\$ 6,165.00</b>	<b>\$ 6,262.75</b>	<b>\$ 22,430.01</b>

**Outside Compensation and/or Fees Received by the Superintendent  
Professional Consulting and/or Other Personal Services  
in Fiscal Year 2014**

<b>Name(s) of Entity(ies)</b>	<b>Amount</b>
	\$ -
<b>Total</b>	<b>\$ -</b>

**DISCLOSURES:**

**#4 – GIFTS RECEIVED FROM EXECUTIVE OFFICER & BOARD MEMBERS**

**#5 – BUSINESS TRANSACTIONS BETWEEN SCHOOL DISTRICT & BOARD MEMBERS**

<b>Gifts Received by the Executive Officer(s) and Board Members in Fiscal Year 2014</b>	
<b>Name</b>	<b>Reported Amount</b>
Dr. Esperanza Zendejas	\$ -
Dr. Enrique Escobedo	**
Luci B. Longoria	-
Jose Chirinos	*
Cesar Lopez	-
Minerva Peña	-
Herman Otis Powers Jr.	-
Caty Presas-Garcia	-
Dr. Christina Saavedra	*
<b>Total</b>	<b>\$ -</b>

\* Did not submitted information by Board Meeting.

\*\* Information not available.

<b>Business Transactions Between School District and Board Members for Fiscal Year 2014</b>	
<b>Name</b>	<b>Reported Amount</b>
Dr. Enrique Escobedo	**
Luci B. Longoria	-
Jose Chirinos	*
Cesar Lopez	-
Minerva Peña	-
Herman Otis Powers Jr.	-
Caty Presas-Garcia	-
Dr. Christina Saavedra	*
<b>Total</b>	<b>\$ -</b>

\* Did not submitted information by Board Meeting.

\*\* Information not available.