

**Sweeny Independent School District  
Sweeny, Texas**

**2018 Annual Financial  
Management Report – Schools FIRST  
(Based on Fiscal Year 2016-2017 Data)**



**Dr. Tory C. Hill, Superintendent of Schools**

**Amy Pope, Assistant Superintendent**

**Amy Carter, Chief Financial Officer**

## Introduction

The purpose of the financial accountability rating system is to ensure that the school districts will be held accountable for the quality of their financial management practices and achieve improved performance in the management of their financial resources. The system is designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes. The system will also disclose the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools. An evaluation of the long-term effectiveness of the system should disclose a measurable improvement in the quality of Texas public schools' financial decision-making processes. (Texas Administrative Code, Chapter 109)

Many business-related issues are covered in this report. The primary reporting tool, however, is the Financial Accountability Ratings Worksheet. Representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC) and the Texas Association of School Business Officials (TASBO) developed this worksheet. It is administered by TEA and calculated on information submitted to the Agency via our PEIMS submission each year and other documentation procured by TEA. The accuracy of PEIMS data has always been critical on the student side of the submission, and this reporting requirement adds a high degree of importance to our finance submission each year.

### **Background Information:**

This rating system was passed and signed into state law in 2001. The first ratings were reported by the Texas Education Agency for the 2002-2003 fiscal year

The most recent changes to the School FIRST system implemented by the Texas Education Agency in August 2015 have been phased-in over a three year period. The worksheet for 2016-2017 has 15 indicators.

#1 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?

#2 Review of Annual Financial Report for an unmodified opinion and material weaknesses.

#3 Was the school district in compliance with the payment terms of all debt agreements at the fiscal year end?

#4 Did the school district make timely payments to the TRS, TWC, IRS and other government agencies?

#5 Was the total unrestricted net position balance in the government activities column of the Statement of Net Assets [Annual Financial Report] greater than zero?

#6 Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

- #7 Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?
- #8 Was the ratio of long-liabilities to total assets for the school district sufficient to support long-term solvency?
- #9 Did the school district' general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)?
- #10 Was the debt service coverage ratio sufficient to meet the required debt service?
- #11 Was the school district's administrative cost ratio equal to or less than the threshold ratio?
- #12 Did the school district not have a 15 percent (15%) decline in the students to staff ratio over 3 years (total enrollment to total staff)?
- #13 Did the comparison of Public Education 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?
- #14 Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state or federal funds?
- #15 Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds as a result of a financial hardship?

#### **4 Ratings as of 2017-2018**

- A – Superior Achievement (90-100 points)
- B – Above Standard (80-89 points)
- C – Meets Standard (60-79 points)
- F – Substandard Achievement (less than 60 points)

Sweeny ISD's 2018 rating under School FIRST for 2018 was "**A = Superior Achievement**," with a score of 92 of 100 or 92 percent. This report briefly describes data used to calculate the rating and what each indicator means.

#### **Financial Management Report**

Every school district is required to prepare a Financial Management Report, present the report at a public hearing, and distribute the report to the district's parents present at the meeting. The Financial Management Report must include the:

- Schools Financial Integrity Rating System of Texas (FIRST)
- Disclosures
  - Copy of the Superintendent's current Employment Contract
  - Summary schedule of all reimbursements received by the Superintendent and each Board Member for the 2016-2017 fiscal year. This summary should include all travel expenses by category, such as lodging, meals, registration, etc.
  - Summary schedule of the dollar amount of compensation and/or fees received by the Superintendent from another district or any other outside entity for professional consulting and/or personal services during the 2016-2017 fiscal year.

- Summary schedule of the total dollar amount of gifts [with an economic value of \$250 or more in the aggregate] received by the Superintendent and each Board Member during the 2016-2017 fiscal year. This requirement also includes the immediate family of the Superintendent and each Board Member.
- Summary schedule of the dollar amount by Board Member for the aggregate amount of business transactions with the school district.

## Review of Indicators

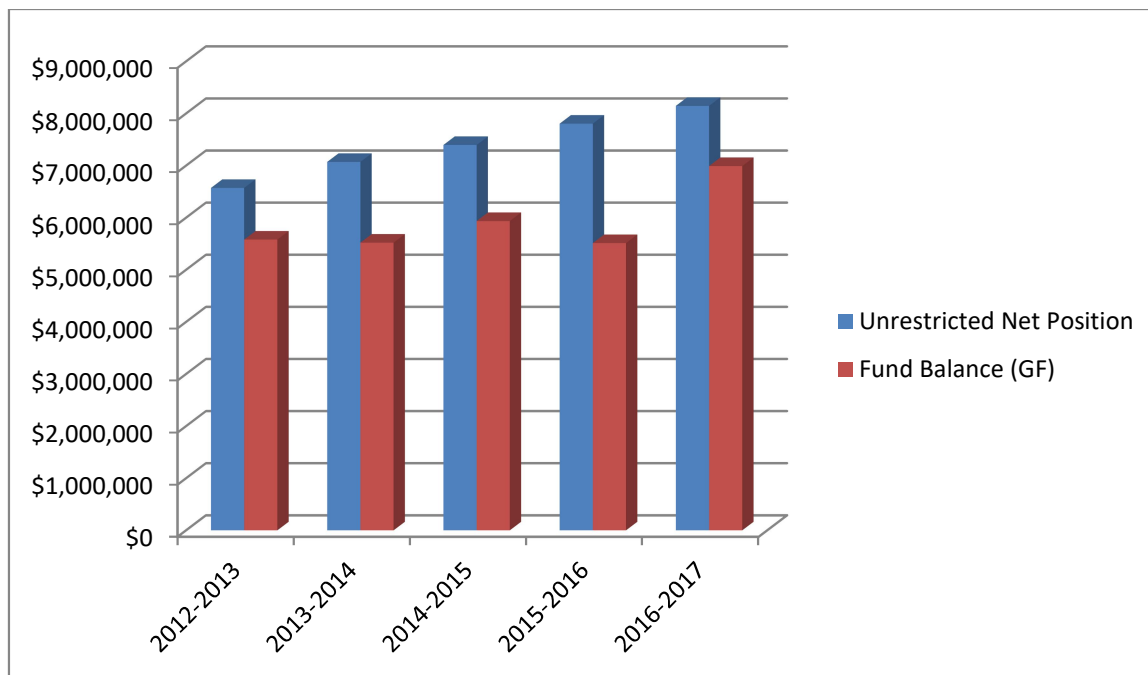
### Critical Indicators

Indicators 1, 2A, 3, 4 and 5 are critical indicators on the current rating system. A rating of F – Substandard Achievement is assigned if the district failed to achieve one or more of these critical indicators.

The Annual Financial Report is a valuable indicator of sound financial management. The district met the requirements related to the Annual Financial Report such as receiving an unmodified opinion, no material weaknesses in internal controls, and filing the report by the Texas Education Agency's deadline. [Indicators #1 and #2A&B]

The District complied with payment deadlines for debt agreements and payments to other governmental agencies, such as Teacher Retirement System (TRS), Texas Workforce Commission (unemployment) and the Internal Revenue Service (IRS). [Indicators #3 and #4]

The solvency of a district is critical to its financial strength; hence unrestricted net assets that are greater than \$0 is perhaps the most critical indicator. Chart #1 below illustrates the total unrestricted net assets for the past five fiscal years. In addition, the district has maintained a healthy fund balance over the past fiscal years. [Indicator #5]



### Other Indicators

Indicator	Description	Value	Points
#6	Number of days of cash and current investments in the general fund	126 Days	10
#7	Measure of current assets to current liabilities	Assets are 2.4417 times more than liabilities.	6
#8	Ratio of long-term liabilities to total assets sufficient to support long-term solvency	Long-term liabilities/total assets= 50.57%	10
#9	Did general fund revenues equal or exceed expenditures? If not, was days cash on hand greater than or equal to 60 days?	Revenues=\$23,795,272 Expenditures=\$23,876,859 Days Cash on Hand - 126	10
#10	Debt service coverage ratio to meet debt requirements	Debt coverage ratio = \$9,617,254/\$4,259,413 = 2.2579	10
#11	District's Administrative Cost Ratio	14.91% - Maximum allowable for full score = 11.51%	6
#12	Did the district not have a 15% decline in the student:staff ratio over 3 years?	Yes, we did not have a 15% decline	10
#13	Did the comparison of PEIMS data to the AFR result in a variance of less than 3% of all expenditures by function?	\$23,876,871 in expenditures, and net variance of \$52.	10
#14	Did the external auditor indicate the AFR was free of any material non-compliance for grants, contracts, or laws?	None noted in AFR	10
#15	Did the district not receive an adjusted repayment schedule for more than 1 fiscal year for an over-allocation of FSP funds as a result of financial hardship?	No adjusted schedule	10

### Summary

Sweeny ISD received a score of 92 out of a possible score of 100 in 2017-2018. The passing score is 60 points. Our rating for the 2017-2018 fiscal year is **A – Superior Achievement**. The District has achieved a Superior Achievement for the past

The Schools FIRST rating is a district-wide financial report card. The Board of Trustees and staff have contributed to the financial success of the district by:

- Developing and adopting budgets that focus on student instruction and achievement
- Ensuring fiscal accountability through purchasing, staffing, cash management, and PEIMS data integrity



## Financial Integrity Rating System of Texas Based on 2016-2017 Data

Indicator	Description	15-16 Yes/No	15-16 Points	16-17 Yes/No	16-17 Points
#1	Was the AFR and data submitted to 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?	Yes	Pass	Yes	Pass
#2A	Was there an unmodified opinion in the AFR of the financial statements as a whole?	Yes	Pass	Yes	Pass
#2B	Did the external independent auditor report that the AFR was free of any instances of material weaknesses in internal controls over financial reporting and compliance for local, state or federal funds?	Yes	Pass	Yes	Pass
#3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	Yes	Pass	Yes	Pass
#4	Did the school district make timely payments to TRS, TWC, IRS and other government agencies?	Yes	Pass	Yes	Pass
#5	Was the total unrestricted net position balance in the governmental activities column in the Statement of Net Position greater than zero?	Yes	Pass	Yes	Pass
#6	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures?	Yes	10	Yes	10
#7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	No	6	No	6
#8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?	Yes	10	Yes	10
#9	Did general fund revenues equal or exceed	Yes	10	No/Yes	10

	expenditures? If not, was days cash on hand greater than or equal to 60 days?				
#10	Was the debt service coverage ratio sufficient to meet the required debt service?	Yes	10	Yes	10
#11	Was the school district's Administrative Cost Ratio equal to or less than the required threshold?	No	8	No	6
#12	Did the school district not have a 15% decline in the student to staff ratio over 3 years?	Yes	10	Yes	10
#13	Did the comparison of PEIMS data to like information in the AFR result in a total variance of less than 3% of all expenditures by function?	Yes	10	Yes	10
#14	Did the external auditor indicate the AFR was free of any instances of material non-compliance for grants, contracts, or laws related to local, state, or federal funds?	Yes	10	Yes	10
#15	Did the district not receive an adjusted repayment schedule for more than 1 fiscal year for an over-allocation of FSP funds as a result of financial hardship?	Yes	10	Yes	10
	Total Score (Possible 100)		94		92





Sweeny Independent School District

Required Disclosures

Data for the Year Ending August 31, 2017





# 2018 Financial Integrity Rating System of Texas

## Disclosures Based on 2016-2017 Data

Reporting requirements for the financial management report for Schools FIRST public hearing are found in **Title 29 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System**. This rule describes requirements for the five (5) disclosures explained below that are to be presented as appendices in the Schools FIRST management report.

### 1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's contract that is effective on the date of the Schools FIRST hearing. In lieu of publication in the Schools FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

**Most recent contract is attached.**



## 2018 Financial Integrity Rating System of Texas Disclosures Based on 2016-2017 Data

### 2. Reimbursements Received by the Superintendent and Board Members for the twelve-month period ending August 31, 2017

	Meals	Lodging	Transportation	Other	Total
<b>Superintendent - Hill</b>	\$5.47	\$1,622.75	\$1,110.60	\$1,374.00	\$4,112.82
<b>Superintendent - Miksch</b>		\$331.86			\$331.86
<b>Superintendent - Nixon</b>	\$53.66	\$1,086.76	\$35.00	\$630.00	\$1,805.42
<b>Board Member Fields-Bell</b>	\$201.16	\$1,288.82	\$22.00	\$750.00	\$2,261.98
<b>Board Member McAda</b>	\$80.00	\$652.91	\$251.50	\$385.00	\$1,369.41
<b>Board Member Garrison</b>		\$276.64		\$1,075.00	\$1,351.64
<b>Board Member Ellis</b>		\$771.15	\$204.00	\$385.00	\$1,360.15
<b>Board Member Reddoch</b>		\$782.49		\$385.00	\$1,167.49
<b>Board Member Mathis</b>		\$756.10		\$710.00	\$1,466.10
<b>Board Member Bohlar-Schroeder</b>		\$522.87		\$385.00	\$907.87

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2017, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include: Meals – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings). Lodging - Hotel charges. Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls. Motor fuel – Gasoline. Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



**2018 Financial Integrity Rating System of Texas  
Disclosures Based on 2016-2017 Data**

**3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services.**

**For the Twelve-Month Period  
Ended August 31, 2017**

<b><u>Name(s) of Entity(ies)</u></b>	<b>Amount Received</b>
<b>None</b>	<b>\$0</b>

<b>Total</b>	<b><u>\$0.00</u></b>
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Note: Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



**2018 Financial Integrity Rating System of Texas  
Disclosures Based on 2016-2017 Data**

**4. Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)  
For the Twelve-Month Period Ended August 31, 2017**

<b>Superintendent</b>	<b>None</b>
<b>Board Member Fields-Bell</b>	<b>None</b>
<b>Board Member McAda</b>	<b>None</b>
<b>Board Member Garrison</b>	<b>None</b>
<b>Board Member Ellis</b>	<b>None</b>
<b>Board Member Reddoch</b>	<b>None</b>
<b>Board Member Mathis</b>	<b>None</b>
<b>Board Member Bohlar-Schroeder</b>	<b>None</b>
<b>Total</b>	<b>\$0</b>

Note - An executive officer is defined as the Superintendent, unless the Board of Trustees or the District Administration names additional staff under this classification. (Any gifts received by their immediate family as described in Government Code, Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity will be reported under the applicable school official.)



## **2018 Financial Integrity Rating System of Texas Disclosures Based on 2016-2017 Data**

### **5. Business Transactions Between School District and Board Members For the Twelve-Month Period Ended August 31, 2017**

<b>Superintendent</b>	<b>None</b>
<b>Board Member Fields-Bell</b>	<b>None</b>
<b>Board Member McAda</b>	<b>None</b>
<b>Board Member Garrison</b>	<b>None</b>
<b>Board Member Ellis</b>	<b>None</b>
<b>Board Member Reddoch</b>	<b>None</b>
<b>Board Member Mathis</b>	<b>None</b>
<b>Board Member Bohlar-Schroeder</b>	<b>None</b>
<b>Total</b>	<b>\$0</b>

Note: The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.

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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the “Board”) of Sweeny Independent School District (the “District”) and Tory Hill (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning February 13, 2018 and ending June 30, 2021. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is voidable.
3. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent involving a felony, a crime defined as moral turpitude under the Texas Penal Code, or any other offense specified in Board Policy. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing or conscious false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term consistent with state law and Board policy. All duties assigned by the Board shall be appropriate to and consistent with the

professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended, including but not limited to Board policy DH (Exhibit) which is the Educators' Code of Ethics.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

- 5.1 **Salary:** The District shall pay the Superintendent an annual salary of One Hundred Sixty-Seven Thousand and Five Hundred AND NO/100 DOLLARS (\$167,500.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this contract or a new contract shall be executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the Contract.
- (a) The Superintendent's salary shall be increased by the same percentage of raise, if any, approved by the Board for the District's professional employee salaries. The Superintendent shall also be paid the same amount of any one-time payments to the District's professional employees, as approved by the Board. This provision does not apply to salary increases or one-time payments approved for specific positions, departments or categories of professional employees.
  - (b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
  - (c) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies, including health insurance benefits. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase those benefits, at the Board's sole discretion.
- 5.3 **TRS Salary Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by Twelve Thousand, Nine Hundred and Seventy-Four Dollars and Fifty-Two Cents (\$12,974.52), to be used toward payment of the Superintendent's required monthly contribution to the Texas Teacher Retirement



System (TRS). This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.

- 5.4 **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.
- 5.5 **Professional Organizations:** 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, seminars, conferences, or courses at the local, regional, state, and national level. 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 the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- 5.6 **Residence in District:** As a condition of employment with the Sweeny Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent's initial relocation to residing within the District shall be within one hundred and eighty (180) days of the Superintendent's first day of employment with the District, or within another reasonable period of time as mutually agreed upon by the Superintendent and the Board.
- 5.7 **Vacation, Holiday and Personal Leave:** The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days or the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. 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.

- 5.8 **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, which may include, but is not limited to, gasoline, hotels and accommodations, meals, rental car, mileage for travel outside of the District, 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.
- 5.9 **Indemnification.** To the extent it may be permitted to do by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, 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 the 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 8.10 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 8.10 shall survive the termination of this Contract.
6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21 and other state and federal laws and Board policies.
- 7.1 **Resignation:** The Superintendent may resign at the end of a school year without penalty by filing a written resignation with the Board not later than the 45<sup>th</sup> 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.

8. **General Provisions.**

- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 8.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 8.7 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 8.8 **Board Meetings:** The Superintendent shall 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 tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
- 8.9 **Criticisms, Complaints, and Suggestions:** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for review and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time

inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by District Board policies.

- 8.10 **Conflicts:** 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.

## **9. Review of Performance.**

- 9.1 **Development of Goals:** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. 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.
- 9.2 **Evaluation:** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. 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 on the District's progress towards accomplishing the District Goals. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The evaluation shall include recommendations as to areas of improvement in instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent, and the Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation, which shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Superintendent's evaluation shall be treated as confidential, in accordance with applicable state law.

## **10. Notices.**

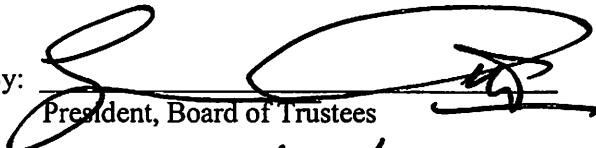
- 10.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 10.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one

copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

  
\_\_\_\_\_  
Tory Hill, Ed.D., Superintendent

Date signed: 02/13/2018

By:   
\_\_\_\_\_  
President, Board of Trustees

Date signed: 02/13/18

Witnessed by   
\_\_\_\_\_  
Secretary, Board of Trustees

Date signed: 2/13/18