



Public Hearing

November 8, 2021

for the data from Fiscal Year Ended June 30, 2020

PASS

A = Superior

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Financial Integrity Rating System of Texas

OVERALL STATISTICS 2019-2020 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,007	98.73%	5,071,574	98.63%
Failed	13	1.27%	70,569	1.37%
Total	1,020	100%	5,142,143	100%

2019-2020 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior	845	82.84%	4,299,450	83.61%
B = Above Standard	119	11.67%	469,925	9.14%
C = Meets Standard	43	4.22%	302,199	5.88%
F = Substandard Achievement	13	1.27%	70,569	1.37%
Total	1,020	100%	5,142,143	100%

2019-2020 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1016	99.61%	5,087,767	98.94%
	No	4	0.39%	54,376	1.06%
2	Yes	1018	99.80%	5,138,851	99.94%
	No	2	0.20%	3,292	0.06%
3	Yes	1020	100.00%	5,142,143	100.00%
	No	0	0.00%	-	0.00%
4	Yes	1020	100.00%	5,142,143	100.00%
	No	0	0.00%	-	0.00%
6	Yes	1020	100.00%	5,142,143	100.00%
	No	0	0.00%	-	0.00%
7	10	926	90.78%	4,749,051	92.36%
	8	31	3.04%	122,227	2.38%
	6	29	2.84%	132,282	2.57%
	4	15	1.47%	54,772	1.07%
	2	12	1.18%	68,329	1.33%
	0	7	0.69%	15,482	0.30%
8	10	820	80.39%	3,364,259	65.43%
	8	101	9.90%	950,423	18.48%
	6	54	5.29%	462,170	8.99%
	4	28	2.75%	257,781	5.01%
	2	15	1.47%	105,239	2.05%
	0	2	0.20%	2,271	0.04%
9	10	1008	98.82%	5,109,086	99.36%
	0	12	1.18%	33,057	0.64%
10	10	879	86.18%	4,954,582	96.35%
	0	141	13.82%	187,561	3.65%
11	10	847	83.04%	3,187,441	61.99%
	8	93	9.12%	850,025	16.53%
	6	52	5.10%	740,053	14.39%
	4	19	1.86%	298,377	5.80%
	2	7	0.69%	53,377	1.04%
	0	2	0.20%	12,870	0.25%
12	10	722	70.78%	2,873,754	55.89%
	8	236	23.14%	1,928,707	37.51%
	6	47	4.61%	288,565	5.61%
	4	7	0.69%	38,353	0.75%
	2	5	0.49%	11,275	0.22%
	0	3	0.29%	1,489	0.03%
13	10	823	80.69%	4,362,376	84.84%
	8	127	12.45%	634,745	12.34%
	6	50	4.90%	128,122	2.49%
	4	8	0.78%	13,208	0.26%
	2	6	0.59%	3,280	0.06%
	0	6	0.59%	412	0.01%
14	10	976	95.69%	5,132,034	99.80%
	0	44	4.31%	10,109	0.20%
15	5	1017	99.71%	5,122,357	99.62%
	0	3	0.29%	19,786	0.38%
16	Yes	1012	99.22%	5,135,673	99.87%
	No	8	0.78%	6,470	0.13%
17	Yes	992	97.25%	4,850,112	94.32%
	No	28	2.75%	292,031	5.68%
18	10	991	97.16%	5,065,381	98.51%
	0	29	2.84%	76,762	1.49%
19	5	1015	99.51%	5,141,237	99.98%
	0	5	0.49%	906	0.02%
20	Yes	1019	99.90%	5,142,004	100.00%
	No	1	0.10%	139	0.00%

2019-2020 ANSWERS BY INDICATOR

Indicator	Yes	No	10	8	6	5	4	2	0	Total
1	1016	4	x	x	x	x	x	x	x	1020
2	1018	2	x	x	x	x	x	x	x	1020
3	1020	x	x	x	x	x	x	x	x	1020
4	1020	x	x	x	x	x	x	x	x	1020
6	1020	x	x	x	x	x	x	x	x	1020
7	x	x	926	31	29	x	15	12	7	1020
8	x	x	820	101	54	x	28	15	2	1020
9	x	x	1008	x	x	x	x	x	12	1020
10	x	x	879	x	x	x	x	x	141	1020
11	x	x	847	93	52	x	19	7	2	1020
12	x	x	722	236	47	x	7	5	3	1020
13	x	x	823	127	50	x	8	6	6	1020
14	x	x	976	x	x	x	x	x	44	1020
15	x	x	x	x	x	1017	x	x	3	1020
16	1012	8	x	x	x	x	x	x	x	1020
17	992	28	x	x	x	x	x	x	x	1020
18	x	x	991	x	x	x	x	x	29	1020
19	x	x	x	x	x	1015	x	x	5	1020
20	1019	1	x	x	x	x	x	x	x	1020

Last Updated: Tuesday, August 10, 2021 2:30:06 PM

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2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

Name: FREDERICKSBURG ISD (086901)		Publication Level 1: 8/4/2021 2:00:38 PM		
Status: Passed Rating: A = Superior District Score: 100		Publication Level 2: 8/6/2021 11:10:55 AM	Last Updated: 8/6/2021 11:10:55 AM	Passing Score: 70
#	Indicator Description	Updated	Score	
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?	6/8/2021 15:30	Yes	
2	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.)	6/8/2021 15:30	Yes	
3	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.)	6/8/2021 15:30	Yes	
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date	7/1/2021 9:03	Yes	
5	This indicator is not being scored.		Ceiling Passed	
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/28/2021 11:06	1 Multiplier Sum Ceiling Passed	
7	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)? See ranges below in the Determination of Points section.	6/8/2021 15:30		10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/8/2021 15:30		10
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	6/8/2021 15:30		10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	7/2/2021 13:20		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.	6/8/2021 15:30		10
12	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.	6/8/2021 15:30		10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	6/8/2021 15:30		10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	6/8/2021 15:30		10
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	6/8/2021 15:30		5
16	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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 15:30	Ceiling Passed	
17	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.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	6/8/2021 15:30	Ceiling Passed	
18	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? (The AICPA defines material noncompliance.)	6/8/2021 15:30		10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	6/8/2021 15:30		5
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 15:30	Ceiling Passed	
			100 Weighted Sum	
			1 Multiplier Sum (100 Ceiling)	
			100 Score	

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for
B.	Determine the rating by the applicable number of points.
	A = Superior Achievement 90-100
	B = Above Standard Achievement 80-89
	C = Meets Standard Achievement 70-79
	F = Substandard Achievement <70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

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FISD
Schools FIRST
Comparison - 4 years

Fall 2018	Fall 2019	Fall 2020	Fall 2021
2016/17 Data 2017/18 Report Score	2017/18 Data 2018/19 Report Score	2018/19 Data 2019/20 Report Score	2019/20 Data 2020/21 Report Score

INDICATOR

INDICATOR	Fall 2018	Fall 2019	Fall 2020	Fall 2021
1	Yes	Yes	Yes	Yes
2	Yes	Yes	Yes	Yes
3	Yes	Yes	Yes	Yes
4	Yes	Yes	Yes	Yes
5	Yes			Not Scored
6				Ceiling Passed
7	10	10	10	10
8	6	8	8	10
9	10	10	10	10
10				10
11	10	10	10	10
12				10
13	10	10	10	10
14	10	10	10	10
15				5
16	10	10	10	Ceiling Passed
17	10	10	10	Ceiling Passed
18	Yes	Yes	Yes	10
19				5
20				Ceiling Passed
	10	10	10	No longer scored
	10	10	10	No longer scored
Totals	96	98	98	100

School FIRST Annual Financial Management Report

Fredericksburg ISD

FY 2019/20 in Nov 2021



Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Amended to be effective 2/3/11. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose 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.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30, 2020

Description of Reimbursements	Totals	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love
Meals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging		\$ -	\$ -	\$ 206.50	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation		\$ 157.14	\$ -	\$ 228.80	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Fuel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ 445.00	\$ 230.00	\$ 265.00	\$ 280.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 355.00
Totals by person	\$ 2,857.44	\$ 602.14	\$ 230.00	\$ 700.30	\$ 280.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 355.00

Total - Board **\$ 2,255.30**
Total - Superintendent **\$ 602.14**

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

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.

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

For the Twelve-Month Period
 Ended June 30, 2020
Name(s) of Entity(ies)

Amount Received
\$ -
<u>\$ -</u>

Total

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)
 (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period
 Ended June 30, 2020

	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
 Ended June 30, 2020

	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love
Amounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

SUPERINTENDENT’S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Contract”) is made and entered into effective the 1st day of June, 2021, by and between the Board of Trustees (the “Board”) of the **Fredericksburg Independent School District** (the “District”) and **Dr. Joe Rodriguez** (the “Superintendent”).

W I T N E S S E T H:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, 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 for a term of three (3) years, commencing on July 1, 2021, and ending on June 30, 2024. 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 state law and 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, 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. 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 or the Texas Education Agency and any other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

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

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings regarding the deliberation or the consideration of 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, as approved by the Board President, shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

2.5 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 study 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.

2.6 Indemnification. To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, 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, violations of criminal law 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 2.6 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 2.6 shall survive the termination of this Contract.

III. COMPENSATION

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of One Hundred Ninety-Seven Thousand Five Hundred and No/100 Dollars (\$197,500.00). The annual salary rate shall be paid to the Superintendent in regular monthly payroll installments for twelve-month administrative employees consistent with the Board's policies.

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. Salary adjustments, if any, shall be made via Board action at a properly posted, public meeting and to be memorialized in a new contract.

3.3 **Vacation, Holiday, Personal, State and Local Leave.** The Superintendent may take, at the Superintendent's choice, the same number of vacation/nonduty days authorized for the District's 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 and non-duty days as provided by Board policies for the District's administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for the District's administrative employees on twelve-month contracts.

3.4 **Insurance.** The District shall pay the same premiums for hospitalization/major medical/health insurance for the Superintendent as it does for its other administrative employees pursuant to the group health care plan provided by the District for its administrative employees.

3.5 **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 encourages the use of data and information sources by the Superintendent. The Board also encourages the Superintendent to participate in pertinent education seminars and courses, offered by public or private institutions or by educational associations, and 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 the Board deem appropriate, to attend such seminars, courses or meetings and undertake speaking/writing and/or other professional engagements. The Superintendent may accept a reimbursement of expenses for such speaking/writing and/or other professional engagements at no expense to the District and all such engagements shall be consistent with state and federal law. 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 necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, subject to advance Board approval and subject to the District's policies, administrative regulations and established procedures. The Superintendent shall comply with all procedures and documentation requirements necessary for reimbursement of expenses in accordance with Board policies, administrative regulations and established procedures.

3.6 **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 and District's policies, administrative regulations and established procedures.

3.7 **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 in accordance with Board policies/procedures. Such expenses shall include the actual and incidental costs incurred by the Superintendent for travel, including but 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 necessary for reimbursement of expenses in accordance with Board policies, administrative regulations and established procedures.

3.8 **Technology.**

3.8.1 **Laptop Computer and Internet Service.** The District shall provide the Superintendent with a laptop computer, iPad, internet service and other devices provided to District administrators on twelve-month contracts, for both professional and limited personal use as set forth in policy at the sole expense of the District.

3.8.2 **Information Stored on District-Owned and Personal Devices.** The parties understand that information stored in the Superintendent's cell phone, computer(s) and/or other District-owned or personal devices is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. To the extent permitted under the Texas Public Information Act, notwithstanding the location of personal data on the cell phone, computer(s) and/or other District-owned or personal devices, any personal or private information of the Superintendent that is not District business related and that is contained on the cell phone, computer(s) and/or other District-owned or personal devices containing such data or information is private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs, legal or otherwise, of asserting, privacy or other confidentiality privileges or rights as to any such data or information before the Texas Attorney General or court.

3.9 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

3.10 **Moving Expenses.** 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 up to the amount of Five Thousand Dollars (\$5,000.00). 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 within thirty (30) days of the District's receipt of such documented expenses but in no event shall the total amount reimbursed by District exceed the amount of Five Thousand Dollars (\$5,000.00). The Superintendent shall comply with all procedures and documentation requirements necessary for reimbursement of expenses in accordance with Board policies, administrative regulations and established procedures.

3.11 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law, and Board policies, administrative regulations and established procedures. The Board reserves the right to amend the District's its policies, regulations and procedures at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

IV. ANNUAL PERFORMANCE GOALS

4.1 **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 District Goals submitted to the Board by the Superintendent and approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. REVIEW OF PERFORMANCE

5.1 **Time and Basis of 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 duties and shall be based on the District's progress towards accomplishing the District Goals.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one closed session annually to a discussion of the working relationship between the Superintendent and the Board. 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, such modifications will be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Extension/Nonrenewal. Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. TERMINATION AND SUSPENSION OF EMPLOYMENT CONTRACT

7.1 Mutual Agreement. This Contract may be terminated by the mutual, written agreement of the Superintendent and the Board.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Suspension/Termination for Good Cause. The Board may suspend or terminate the Superintendent during the term of the Contract for "good cause," which includes, but is not necessarily limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities including in the application for employment or any records or information provided in connection with his employment;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. The suspension or termination of this Contract will be subject to procedures set forth in applicable federal and state law and policy.

7.5 Resignation of Superintendent. 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 year. The Superintendent may resign with the consent of the Board at any other time.

7.6 Conflict Resolution. Mediation. Should any dispute between the Superintendent and the Board regarding the terms and provisions of this Contract arise during the term of this Contract that cannot be resolved through negotiation, the parties may submit such dispute to non-binding mediation by submitting a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. The parties will cooperate with each other in scheduling a time and date for the mediation and selecting a mutually acceptable mediator. The District will pay the mediator's fee. The parties agree that such mediation shall be a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence, Texas Rules of Evidence and

an alternative dispute resolution procedure, subject to Texas Civil Practice & Remedies Code §154.073. The parties recognize that the Texas Education Code contains certain mandatory and jurisdictional deadlines that cannot be extended through agreement of the parties. Accordingly, each party further recognizes that the other may be required to pursue certain legal or equitable action during the mediation process in order to protect his or its rights.

VIII. MISCELLANEOUS

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

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be modified except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **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 permissible 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.

8.4 **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.

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 **Attorneys' Fees.** In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

8.7 **Amendment.** This Contract may not be amended except by a written agreement signed by the Parties.

8.8 **Venue.** The Parties agree that the 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 state or federal court, the Parties agree that venue shall be the state or federal district and division in which the District's administration building is located.

8.9 **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.

8.10 **Notices.**

8.10.1 **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 email or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

8.10.2 **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 email 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.

[Signature Page to Follow]

