



Public Hearing

October 14, 2019

for the data from Fiscal Year Ended June 30, 2018

PASS

A = Superior

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Financial Integrity Rating System of Texas

OVERALL STATISTICS 2017-2018 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,009	98.92%	5,039,974	1
Failed	11	1.08%	25,574	0
Total	1,020	100.00%	5,065,548	1

2017-2018 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior	902	88.43%	4,622,969	1
B = Above Standard	72	7.06%	288,660	0
C = Meets Standard	35	3.43%	128,345	0
F = Substandard Achievement	11	1.08%	25,574	0
Total	1,020	100.00%	5,065,548	1

2017-2018 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1017	99.71%	5,057,940	99.85%
	No	3	0.29%	7,608	0.15%
2.A	Yes	1019	99.90%	5,062,297	99.94%
	No	1	0.10%	3,251	0.06%
2.B	Yes	966	94.71%	4,719,611	93.17%
	No	54	5.29%	345,937	6.83%
3	Yes	1020	100.00%	5,065,548	100.00%
	No	0	0.00%	-	0.00%
4	Yes	1016	99.61%	5,063,795	99.97%
	No	4	0.39%	1,753	0.03%
6	10	872	85.49%	4,104,101	81.02%
	8	55	5.39%	575,251	11.36%
	6	34	3.33%	156,290	3.09%
	4	28	2.75%	45,707	0.90%
	2	13	1.27%	93,502	1.85%
	0	18	1.76%	90,697	1.79%
7	10	827	81.08%	3,553,413	70.15%
	8	77	7.55%	814,552	16.08%
	6	70	6.86%	419,560	8.28%
	4	31	3.04%	248,626	4.91%
	2	10	0.98%	21,309	0.42%
	0	5	0.49%	8,088	0.16%
8	10	812	79.61%	3,128,796	61.77%
	8	115	11.27%	952,455	18.80%
	6	59	5.78%	590,459	11.66%
	4	23	2.25%	319,842	6.31%
	2	8	0.78%	41,769	0.82%
	0	3	0.29%	32,227	0.64%
9	10	990	97.06%	4,926,823	97.26%
	0	30	2.94%	138,725	2.74%
10	10	892	87.45%	4,449,238	87.83%
	8	8	0.78%	68,456	1.35%
	6	11	1.08%	17,580	0.35%
	4	10	0.98%	26,906	0.53%
	2	14	1.37%	65,005	1.28%
	0	85	8.33%	438,363	8.65%
11	10	805	78.92%	4,498,756	88.81%
	8	140	13.73%	455,061	8.98%
	6	47	4.61%	97,674	1.93%
	4	17	1.67%	10,851	0.21%
	2	1	0.10%	286	0.01%
	0	10	0.98%	2,920	0.06%
12	10	1000	98.04%	5,050,833	99.71%
	0	20	1.96%	14,715	0.29%
13	10	1014	99.41%	5,054,481	99.78%
	0	6	0.59%	11,067	0.22%
14	10	983	96.37%	4,960,076	97.92%
	0	37	3.63%	105,472	2.08%
15	10	1020	100.00%	5,065,548	100.00%

2017-2018 ANSWERS BY INDICATOR

Indicator	Yes	No	10	8	6	4	2	0	Total
1	1017	3	x	x	x	x	x	x	1020
2.A	1019	1	x	x	x	x	x	x	1020
2.B	966	54	x	x	x	x	x	x	1020
3	1020	x	x	x	x	x	x	x	1020
4	1016	4	x	x	x	x	x	x	1020
6	x	x	872	55	34	28	13	18	1020
7	x	x	827	77	70	31	10	5	1020
8	x	x	812	115	59	23	8	3	1020
9	x	x	990	x	x	x	x	30	1020
10	x	x	892	8	11	10	14	85	1020
11	x	x	805	140	47	17	1	10	1020
12	x	x	1000	x	x	x	x	20	1020
13	x	x	1014	x	x	x	x	6	1020
14	x	x	983	x	x	x	x	37	1020
15	x	x	1020	x	x	x	x	x	1020

Last Updated: Wednesday, August 7, 2019 2:39:01 PM

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THE TEXAS EDUCATION AGENCY

2018-2019 RATINGS BASED ON SCHOOL YEAR 2017-2018 DATA - DISTRICT STATUS DETAIL

Name: **FREDERICKSBURG ISD (086901)**
 Status: **Passed**
 Rating: **A = Superior**
 District Score: **98**

Publication Level 1: 8/7/2019 3:33:27 PM
 Publication Level 2: 8/8/2019 2:06:12 PM
 Last Updated: 8/8/2019 2:06:12 PM
 Passing Score: 60

#	Indicator Description	Updated	Score
1	<u>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?</u>	8/5/2019 23:21	Yes
2	<u>Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.</u>		
2.A	<u>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.)</u>	8/5/2019 23:21	Yes
2.B	<u>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.)</u>	8/5/2019 23:21	Yes
3	<u>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.)</u>	8/5/2019 23:21	Yes
4	<u>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?</u>	8/5/2019 23:21	Yes
5	This indicator is not being scored.		
6	<u>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.)</u>	8/5/2019 23:21	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	8/5/2019 23:21	8
8	<u>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 change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	8/5/2019 23:21	10
9	<u>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?</u>	8/5/2019 23:21	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	8/5/2019 23:21	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	8/5/2019 23:21	10
12	<u>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.)</u>	8/5/2019 23:21	10
13	<u>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?</u>	8/5/2019 23:21	10
14	<u>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.)</u>	8/5/2019 23:21	10
15	<u>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?</u>	8/5/2019 23:21	10
			98 Weighted Sum
			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

A. Did the district answer 'No' to Indicators 1, 3, 4, or 2.A? If so, the school district's rating is **F for Substandard**

B. Determine the rating by the applicable number of points. (Indicators 6-15)

A = Superior	90-100
B = Above Standard	80-89
C = Meets Standard	60-79
F = Substandard Achievement	<60

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

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2018-2019 RATINGS BASED ON 2017-2018 SCHOOL YEAR DATA INDICATOR TEST 7

Name:	FREDERICKSBURG ISD (086901)
Indicator:	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)
Result/Points	8
Last Updated:	8/5/2019 23:21

FORMULA

Field	Value
Current Assets	20,423,737
Current Liabilities	7,295,856
Mathematical Breakdown: 2.7994	

RESULT DETERMINATION REFERENCE DETERMINATION OF POINTS

10	8	6	4	2	0
>=3.00	<3.00 >=2.50	<2.50 >=2.00	<2.00 >=1.50	<1.50 >=1.00	<1.00

FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2018

EXHIBIT A-1

Data Control Codes	Primary Government
	Governmental Activities
ASSETS	
1110 Cash and Cash Equivalents	\$ 1,709,316
1120 Current Investments	15,909,515
1220 Property Taxes - Delinquent	1,562,763
1230 Allowance for Uncollectible Taxes	(78,138)
1240 Due from Other Governments	871,740
1290 Other Receivables, Net	356,005
1300 Inventories	76,684
1410 Prepayments	15,852
	\$ 20,423,737
LIABILITIES	
2110 Accounts Payable	364,251
2150 Payroll Deductions and Withholdings	215,099
2160 Accrued Wages Payable	2,798,187
2180 Due to Other Governments	2,390,651
2200 Accrued Expenses	178,911
2300 Unearned Revenue	123,757
Noncurrent Liabilities:	
2501 Due Within One Year	1,225,000
	\$ 7,295,856

FISD
Schools FIRST
Comparison - 4 years

		Fall 2016	Fall 2017	Fall 2018	Fall 2019
INDICATOR		2014/15 Data 2015/16 Report Score	2015/16 Data 2016/17 Report Score	2016/17 Data 2017/18 Report Score	2017/18 Data 2018/19 Report 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?	Yes	Yes	Yes	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.				
2.A	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.)	Yes	Yes	Yes	Yes
2.B	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.)	Yes	Yes	Yes	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.)	Yes	Yes	Yes	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?	Yes	Yes	Yes	Yes
5	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.)	Yes	Yes	Yes	
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)? (See ranges below.)	10	10	10	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	10	10	6	8
8	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 change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.) (See ranges below.)	10	10	10	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?	10	10	10	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	10	10	10	10
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	10	10	10	10
12	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.)	10	10	10	10
13	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?	10	10	10	10
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? (The AICPA defines material noncompliance.)	10	10	10	10
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?	10	10	10	10
Totals		100	100	96	98

School FIRST Annual Financial Management Report
Fredericksburg ISD
FY 2017/18 in Oct 2019



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, 2018

<u>Description of Reimbursements</u>	Totals	Superintendent Eric Wright	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love	Dave Campbell	Dale Geistweidt
Meals		\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging		\$ 146.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation		\$ 513.25	\$ 76.80	\$ 82.88	\$ 264.48	\$ -	\$ -	\$ 154.88	\$ 6.08	\$ 6.08	\$ 6.08	\$ 36.48
Motor Fuel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ -	\$ 445.00	\$ 495.00	\$ 50.00	\$ 495.00	\$ 495.00	\$ 812.87	\$ 901.86	\$ 812.87	\$ 50.00	\$ 50.00
Totals by person	\$ 5,910.61	\$ 669.25	\$ 521.80	\$ 577.88	\$ 314.48	\$ 495.00	\$ 495.00	\$ 967.75	\$ 907.94	\$ 818.95	\$ 56.08	\$ 86.48

Total - Board **\$ 4,719.54**
 Total - Superintendent **\$ 1,191.05**

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, 2018
Name(s) of Entity(ies)

Amount
 Received

 \$ -

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, 2018

		Superintendent Eric Wright	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love	Dave Campbell	Dale Geistweidt
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, 2018

		Superintendent Eric Wright	Superintendent Jeff Brasher	Natalie Bowman	Mark Cornett	Kelly DiCuffa	Judge Edwards	Kerrine Herber	Brian Lehne	Lance Love	Dave Campbell	Dale Geistweidt
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 Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of the Fredericksburg Independent School District (the “District”) and Dr. Jeffrey L. Brasher (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, beginning July 1, 2019 and ending June 30, 2022. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by mutual agreement. The Superintendent does not have a property or liberty interest or any other legally recognized and protected interest or expectation in such extension by the Board. Failure to extend the Contract shall not constitute nonrenewal under board policy. In the event that the Contract is extended, the Superintendent’s compensation and benefits will be as set forth herein unless the parties agree to different compensation and benefits in the form of a written addendum, extension of Contract, or a new Contract.
2. **Professional Certification and Records.** This Contract is conditioned upon the Superintendent providing and maintaining the required and necessary certifications, permits, oath of office and other records required to act as a superintendent as prescribed by the laws of the State of Texas, the rules and regulations of the Texas Education Agency, the State Board for Educator Certification and the District throughout the term of employment with District. The failure to provide and/or maintain the necessary certifications shall immediately render this Contract void.
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. The Superintendent agrees to provide such notification in writing within forty-eight (48) hours 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 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. 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.

4.3 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's evaluation, or for the 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 meeting.

4.4 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 appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or investigate such matters and shall within a reasonable time inform the Board of the results of such action or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

4.5 Residency. The Superintendent shall, during the term of this Contract, reside within the geographic boundaries of the District.

5. Compensation.

5.1 Salary:

(a) The Superintendent shall be paid an annual salary of \$182,000.00 for his services during the term of this Contract. This salary shall be paid in equal installments consistent with the District's policies and the District's normal payroll schedule.

(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 Automobile and Mobile Phone Allowance: The District shall pay the Superintendent the total sum of \$625.00 per month as an automobile and mobile phone allowance. The District shall have no obligation or responsibility related to the Superintendent's automobile and mobile phone

other than the payment of the allowance provided for in this paragraph. Superintendent agrees that his mobile phone shall have a local non-long distance number which shall be made available for use as a school contact number as needed. The Superintendent shall also be reimbursed mileage for out of District travel in the Superintendent's personal automobile in the exercise of the performance of the Superintendent's duties under this agreement at the rate permitted by District policy.

5.3 Health Insurance. The District shall pay the cost of group health insurance premiums for the Superintendent in the same manner as other full-time employees.

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

5.5 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 physician shall submit a confidential statement to the President of the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all reasonable costs of the annual physical examination that are not covered by the District's group health plan. The examination shall be performed on or before January 31 of each year 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 or Nonrenewal of Contract. Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.

8. General Provisions.

8.1 Amendment: This Contract may not be amended except by written

agreement of the Parties.

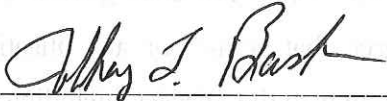
- 8.2 Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable 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 Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of Board's policies, or any permissive state of 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 Contract.
- 8.5 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 Gillespie County, Texas. 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.
- 8.6 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.
- 8.7 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.
- 8.8 Board Policies:** Reference herein to "District Policy(ies)" or "Board Policy(ies)" include the District's policies as they exist at the time of the execution of this Contract or as may be hereinafter adopted or amended.

9. Notices.

9.1 **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.


9.2 **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:

Superintendent: 
Dr. Jeffrey L. Brasher

Date Signed: 1/15/19

Fredericksburg Independent School District

By: 
Brian Lehne, President, Board of Trustees

Date Signed: 1/17/19