

RATING YEAR



Financial Integrity Rating System of Texas

2013-2014 RATINGS BASED ON SCHOOL YEAR 2012-2013 DATA - DISTRICT STATUS DETAIL

Name: **COLLEGE STATION ISD(021901)**

Publication Level 1: 6/18/2014 8:04:42 AM

Status: **Passed**

Publication Level 2: 9/5/2014 4:00:21 PM

Rating: Superior Achievement

Last Updated: 9/5/2014 4:00:21 PM

District Score: 70

Passing Score: 52

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	4/28/2014 12:15:51 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	4/28/2014 12:15:52 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	4/28/2014 12:15:52 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	4/28/2014 12:15:53 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/28/2014 12:15:53 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/28/2014 12:15:54 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/28/2014 12:15:54 PM	5
8	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	4/28/2014 12:15:55 PM	5

District Status Detail

9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7% Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	5/15/2014 11:44:27 AM	5
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/28/2014 12:15:56 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	4/28/2014 12:15:56 PM	5
12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	4/28/2014 12:15:57 PM	5
13	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	4/28/2014 12:15:57 PM	5
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	4/28/2014 12:15:58 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/28/2014 12:15:58 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/28/2014 12:15:59 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/28/2014 12:15:59 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund Then District Receives 5 Points)</u>	4/28/2014 12:16:00 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/28/2014 12:16:00 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	5/14/2014 12:14:02 PM	5
			70 Weighted Sum
			1 Multiplier Sum
			70 Score

DETERMINATION OF RATING

A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? **OR** Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating

Is **Substandard Achievement**.

B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)

Superior Achievement	64-70
Above Standard Achievement	58-63
Standard Achievement	52-57
Substandard Achievement	<52

INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios		Indicator 17	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to schoolaudits@tea.state.tx.us

THE **TEXAS EDUCATION AGENCY**
 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

School FIRST Annual Financial Management Report

INDEPENDENT SCHOOL DISTRICT

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. 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 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.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
 Ended June 30 or August 31, 2013

<u>Description of Reimbursements</u>	<u>Eddie Coulson, Superintendent</u>	<u>Paul Dorsett</u>	<u>Carol Barrett</u>	<u>Garland Watson</u>	<u>Jeff Harris</u>	<u>Randall Pitcock</u>	<u>Kimberly McAdams</u>	<u>Valerie Jochen</u>
Meals	\$462.70	\$18.00	\$0.00	\$0.00	\$0.00	\$183.26	\$56.49	\$0.00
Lodging	4,432.70	688.42	217.35	695.64	217.35	474.62	474.70	217.35
Transportation	350.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Motor Fuel	3,093.89	119.38	96.00	0.00	122.38	177.57	119.38	0.00
Other	538.78	0.00	0.00	0.00	0.00	22.00	0.00	0.00
Total	\$ 8,878.35	\$ 825.80	\$ 313.35	\$ 695.64	\$ 339.73	\$ 857.45	\$ 650.57	\$ 217.35

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 or August 31, 2013

<u>Name(s) of Entity(ies)</u>	Amount Received
SHSU/Adjunct Professor	\$ 2,800.00

Total	<u>\$ 2,800.00</u>
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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 or August 31, 2013

	Eddie Coulson, Superintendent	Paul Dorsett	Carol Barrett	Garland Watson	Jeff Harris	Randall Pitcock	Kimberly McAdams	Valerie Jochen	
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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 or August 31, 2013

	Paul Dorsett	Carol Barrett	Garland Watson	Jeff Harris	Randall Pitcock	Kimberly McAdams	Valerie Jochen	
Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.



College Station Independent School District

Success...each life...each day...each hour

September 1, 2013

Dr. Eddie Coulson
4600 Valleybrook Cr
College Station, TX 77845

Dear Dr. Coulson:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

One of those items required to be disclosed is the total dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services during the fiscal year ended August 31, 2013.

Please check the applicable line below

_____ None. I did not receive any compensation and/or fees from another school district or any other outside entity in exchange for professional consulting and/or other personal services during the fiscal year ended August 31, 2013.

I received compensation and/or fees in exchange for professional consulting and/or other personal services during the fiscal year ended August 31, 2013 in the amounts listed below from the entities listed below:

Amount	Name of Entity
\$ 2800	SHSU / Adjunct Professor
\$ _____	_____
\$ _____	_____
\$ _____	_____

Please complete the appropriate line above, sign below and return to me at your earliest convenience. If you have any questions, please contact me.

Respectfully submitted,

Glynn Walker

Signed: Dr. Eddie Coulson

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

Success...each life...each day...each hour

September 1, 2013

Dr. Eddie Coulson
4600 Valleybrook Cr.
College Station, TX 77845

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Please check the applicable line below

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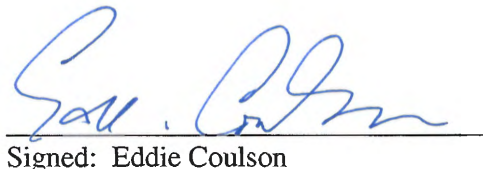
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\$_____.

“This reporting requirement only applies to gifts received by the school district’s executive officers and board members (and their immediate family as described by government Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity of affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matters related to attendance at education related conferences and seminars whose primary purpose is to provide continuing education.” FIRST Communication Resources Kit

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Respectfully submitted,


Glynn Walker


Signed: Eddie Coulson

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
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Superintendent of Schools



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September 1, 2013

Paul Dorsett
4300 Tarsset
College Station, TX 77845

Dear Mr. Dorsett:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

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Respectfully submitted,

Glynn Walker

Signed: Paul Dorsett

GLYNN WALKER
*Deputy Superintendent for
Human Resources and Business*

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

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September 1, 2013

Jeff Harris
P.O. Box 10103
College Station, TX 77842

Dear Mr. Harris:

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Respectfully submitted,

Glynn Walker

Signed: Jeff Harris

GLYNN WALKER
*Deputy Superintendent for
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EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

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September 1, 2013

Dr. Valerie Jochen
13918 Alacia Court
College Station, TX 77845

Dear Dr. Jochen:

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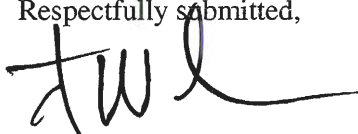
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Respectfully submitted,


Glynn Walker


Signed: Dr. Valerie Jochen

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

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September 1, 2013

Randall Pitcock
P.O. Box 10276
College Station, TX 77842

Dear Mr. Pitcock:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

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Respectfully submitted,

Glynn Walker

Signed: Randall Pitcock

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

Success...each life...each day...each hour

September 1, 2013

Dr. Garland Watson
2108 Bent Oak
College Station, TX 77845

Dear Dr. Watson:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

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Respectfully submitted,

Glynn Walker

Signed: Dr. Garland Watson

GLYNN WALKER
*Deputy Superintendent for
Human Resources and Business*

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Superintendent of Schools



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September 1, 2013

Kimberly McAdams
112 Finney
College Station, TX 77845

Dear Ms. McAdams:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

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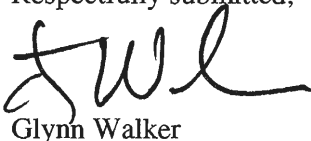
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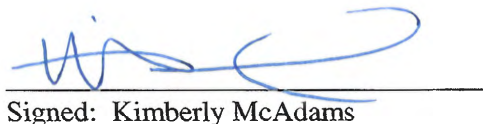
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Please complete the appropriate line above, sign below and return to me at your earliest convenience. If you have any questions, please contact me.

Respectfully submitted,



Glynn Walker



Signed: Kimberly McAdams

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools



College Station Independent School District

Success...each life...each day...each hour

September 1, 2013

Carol Barrett
1201 Royal Adelaide
College Station, TX 77845

Dear Ms. Barrett:

As you know, College Station Independent School District is required to disclose certain information in its Financial Integrity Rating System of Texas (FIRST) management report that will be distributed at the public hearing in October, 2014.

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Please complete the appropriate line above, sign below and return to me at your earliest convenience. If you have any questions, please contact me.

Respectfully submitted,

Glynn Walker

Signed: Carol Barrett

GLYNN WALKER
Deputy Superintendent for
Human Resources and Business

1812 Welsh Avenue
College Station, TX 77840
979-764-5411 FAX 979-764-5472

EDDIE COULSON, Ed.D.
Superintendent of Schools

State of Texas
County of Brazos

Superintendent Term Contract

This Term Contract is entered into by and between the Board of Trustees (the "Board") of College Station Independent School District (the "District"), a body politic and corporate, of Brazos County, Texas, and Eddie K. Coulson (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Section 11.151, Texas Education Code Chapter 21, and the general laws of the state of Texas. The Board on behalf of the District and the Superintendent may be referred to jointly in this Contract as "Parties."

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

- I. **Term.** The Board agrees to employ the Superintendent on a twelve month basis per school year, **beginning July 1, 2012 and ending June 30, 2015.**
- II. **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 void.
- III. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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 or her 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.

IV. 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 is the chief administrative officer of the District. The Superintendent shall perform such duties as prescribed in state law, the job description, and District policies, as well as any additional duties as the Board may designate from time to time.

4.2 Standard. Except as otherwise permitted by this Contract or Board action, 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 Annual Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Contract. The evaluation format and procedure shall comply with Board policy and state law.

V. Compensation.

5.1 Salary. The District shall pay the Superintendent an annual salary of one hundred eighty-four thousand five hundred and fifty dollars (\$184,550) per year.

5.2 Adjustments. At any time during the term of this Agreement, 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 this Contract. Adjustments to salary and any other compensation under Section V of this Contract shall be based only on performance in accordance with the Superintendent's annual evaluation under Section IV of this Contract and not on any general increase for District administrators, unless otherwise determined by the Board.

5.3 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.

5.4 Professional Membership Fees. Reasonable fees and costs will be paid by the District for the Superintendent's membership and participation in organizations related to his professional development and civic responsibilities. The Superintendent is encouraged to participate in both professional and civic organizations that expand his professional growth and his involvement in the community. The Superintendent will submit an annual budget for such fees as part of the District's overall budget for Board approval.

5.5 Business Expenses. The District will pay for or reimburse reasonable actual and incidental expenses incurred by the Superintendent in the continuing performance of duties on behalf of the District under this Contract. The District will provide the Superintendent with a national credit card on which he may make charges for all expenses reimbursable by the District. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review annually by the District's independent auditors.

The District will pay for or reimburse all reasonable actual and incidental expenses associated with the Superintendent's work with staff members, community members and other persons which are related to the performance of duties as Superintendent. The Superintendent will submit an annual budget for such expenses as part of the District's overall budget for the Board approval.

5.6 Health and Life Insurance. The District shall provide the Superintendent with the same standard group health-related insurance options available to other District employees. The District shall provide the Superintendent with the same "Leadership Team Group Life Insurance" benefits available to District employees who are a part of the leadership team as defined by the Board.

5.7 Vacation Leave Days. In addition to the personal leave days granted to other employees of the District, the Superintendent shall accrue an additional 15 vacation leave days annually, which he may take at his choice when not interfering with urgent duties. The days may be taken in a single period or at different times as will least interfere with the performance of his regular duties for the District. The Superintendent may carry over a maximum of five vacation leave days from one year to the next, but shall at no time accrue, in the aggregate, more than 20

vacation days. The Superintendent shall notify the Board President of the days he takes as vacation.

5.8 Unused Vacation Days. The District shall pay the Superintendent for any unused vacation leave days up to a maximum of 20 days upon his leaving the District's employ.

5.9 Retirement Account. The Board shall provide, in addition to salary, an annual contribution to a Supplemental Retirement Plan ("SRP") in a total amount of \$20,000 no later than January 1 of each year beginning in 2012. The SRP shall include a plan established under Section 403(b) of the Internal Revenue Code ("Code"). The Superintendent shall have sole authority to choose the vendor to administer the SRP and the investments available in the SRP, subject to the limitations provided therein.

The 403(b) plan shall be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall make the selection of the investments to be used for the Plan funds. One half, amounting to \$10,000 per year, of the contributions to the Plan under section 5.9 of the contract and earnings thereon shall at all times be vested with the Superintendent according to the following schedule:

If Employment Termination Date Occurs:

Between January 1, 2012-December 31, 2012	50% Vested
Between January 1, 2013-December 31, 2013	100% Vested

*included in
Fed. Bond
matrix*

*AM
03/28*

The second half, amounting to an additional \$10,00 per year, of the contributions made under 5.9 of the contract to the Plan and earnings thereon shall at all times be vested with the Superintendent according to the following schedule:

If Employment Termination Date Occurs:

Between January 1, 2013-December 31, 2013	0% Vested
Between January 1, 2014-December 31, 2014	0% Vested
Between January 1, 2015-December 31, 2015	50% Vested
Between January 1, 2016-December 31, 2016	100% Vested

Employer contributions made to the 403(b) plan shall be non-discretionary and paid solely as determined by the Board, with no option for the Superintendent to receive such contributions in cash.

VI. Legal Defense and Indemnification.

6.1 Legal Defense. The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law. The District shall indemnify the Superintendent against any and all awards, judgments, settlements, or any form of monetary compensation arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law.

6.2 Dispute with District. The Board shall not provide a legal defense or indemnification for any demand, claim, suit, action, or any legal proceeding between the Superintendent and the District, its agent, servants, employees, or subordinates.

6.3 Misconduct. Notwithstanding anything in this Section or in the Contract to the contrary, the District shall not be obligated to defend or indemnify the Superintendent in the event it is determined that the demand, claim, suit, action, or legal proceeding against the Superintendent is the result of:

- a. An act or omission that involves intentional misconduct or a knowing violation of the law; or
- b. A transaction from which the Superintendent received an improper benefit.

6.4 Insurance. The District may fulfill its obligation under this Section by purchasing insurance coverage as determined by the Board.

VII. Extension. At any time during the Contract, the Board may, in its discretion extend the term of the Contract and reissue the Contract, adding one year to the term. Extension of the Contract may be considered as part of the annual evaluation process under Section IV of this Contract. Failure to extend or to reissue the Contract for an extended term shall not constitute nonrenewal

under Board policy. The Superintendent shall have no right to such extension.

- VIII. Resignation.** The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed and filed with the Board not less than 120 days prior to its effective date in the year that the release from this Contract is requested. The Superintendent may resign with the consent of the Board at any other time.
- IX. 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.
- X. Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with or without pay during the term of this Contract for good cause as determined by the Board.
- XI. General Provisions.**

11.1 Amendment. This Contract may not be amended except by written agreement of the Parties.

11.2 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.

11.3 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 and any addenda constitute the entire agreement between the Parties.

11.4 Applicable Law and Venue. Texas law shall govern 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.

11.5 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.

XII. Notices.

12.1 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 by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

12.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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.

This Contract has been approved by majority vote of the Board in a lawfully called and convened public meeting. It is executed by authorized individuals in duplicate on the dates stated below.

The Parties have read this Contract and agree to abide by its terms and conditions.

Superintendent: 

Date Signed: 12-20-12

College Station Independent School District

By: 
President, Board of Trustees

Date Signed: 12-14-12

Attest: 
Vice-President, Board of Trustees