

### College Station Independent School District Financial Management Report For the 2005-2006 Fiscal Year

Distributed at Public Hearing October 16, 2007

Log Out

Result

Yes

Yes

Yes

Yes

Yes

Yes

10/16/2007

User: Michael Ball User Role: District

FIRST

YEAR 2005-2006

Financial Integrity Rating System of Texas

Name: COLLEGE STATION ISD(021901)

Rating: Superior Achievement

Indicators Answered YES: 21

August 31st)?

Report?

**Indicator Description** 

#

1

2

3

4

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6

2005-2006 DISTRICT STATUS DETAIL

Greater Than Zero In The General Fund?

On Bonded Indebtedness Obligations?

Was The Total Fund Balance Less Reserved Fund Balance

Were There No Disclosures In The Annual Financial Report

And/Or Other Sources Of Information Concerning Default

Was The Annual Financial Report Filed Within One Month

Upon The District's Fiscal Year End Date (June 30th or

Was There An Unqualified Opinion in Annual Financial

(s) Of Material Weaknesses In Internal Controls?

Was The Percent Of Total Tax Collections (Including

http://hancock.tea.state.tx.us/first/District.aspx?year=2005&district=021901

Delinquent) Greater Than 96%?

After November 27th or January 28th Deadline Depending

Did The Annual Financial Report Not Disclose Any Instance

Help

Last Updated: 8/23/2007 9:30:25 AM

Updated

6/14/2007

6/14/2007

6/14/2007

10:47:23

6/14/2007

6/14/2007

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Indicators Answered NO: 0

Home

7	Did The Comparisons Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 4 Percent Of Expenditures Per Fund Type (Data Quality Measure)?	6/14/2007 10:47:23 AM	Yes
8	Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$770.00 Per Student? (If The District's Five- Year Percent Change In Students = Or > 2%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$100,000, Then Answer This Indicator Yes)	6/14/2007 10:47:23 AM	Yes
9	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	6/14/2007 10:47:23 AM	Yes
10	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Master Or Monitor Assigned)	6/14/2007 10:47:23 AM	Yes
11	Was The Percent Of Operating Expenditures Expended For Instruction More Than 54%?	6/14/2007 10:47:23 AM	Yes
12	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?	6/14/2007 10:47:23 AM	Yes
13	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)	6/14/2007 10:47:23 AM	Yes
14	Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivables) In The General Fund = Or > 1:1? (If Deferred Revenues < Net Delinquent Taxes Receivable, Then Answer This Indicator Yes)	6/14/2007 10:47:23 AM	Yes
15	Was The Administrative Cost Ratio Less Than The Standard In State Law?	6/14/2007 10:47:23 AM	Yes
16	Was The Ratio Of Students To Teachers Within the Ranges	6/14/2007	Yes

	Shown Below According To District Size?	10:47:23 AM	
17	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	6/14/2007 10:47:23 AM	Yes
18	Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?	6/14/2007 10:47:23 AM	Yes
19	Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund, Then Answer This Indicator Yes)	6/14/2007 10:47:23 AM	Yes
20	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	6/14/2007 10:47:23 AM	Yes
21	Were Investment Earnings In All Funds More Than \$15 Per Student?	6/14/2007 10:47:23 AM	Yes

### DETERMINATION OF RATING

Α.	Did The District Answer ' <b>No</b> ' To Indicators 1, 2, Or 3? <b>OR</b> Did The District Answer ' <b>No</b> ' To Both 4 and 5? If So, The District's Rating Is <b>Substandard Achievement</b> .						
B.	Determine Rating By Applicable Range For The Number Of Indicators Answered 'No':						
	Superior Achievement 0-2						
	Above Standard Achievement 3-4						
	Standard Achievement 5-6						
	Substandard Achievement 7+ OR 'No' To Critical Indicator(s)						

### **INDICATOR 16 & 17 RATIOS**

NDICATOR TO Q		

Indicator 16	Ranges for Ratios		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Indicator 17	Ranges for Ratios	
District Size - Number of Students Between	Low	w High		District Size - Number of Students Between	Low	High
< 500	7	22	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	< 500	4	14
500-999	10	22	2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	500-999	5.5	14
1000-4999	11.5	22	2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1000-4999	6	14
5000-9999	13	22	4 4 5 6 7 7 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	5000-9999	6.5	14
=> 10000	13.5	22		=> 10000	6.6	14

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	THE <u>TEXAS</u>	EDUCATION AGENCY	
1701 NORTH	CONGRESS AVENUE	· AUSTIN, TEXAS, 78701	· (512) 463-9734



### **Rating Worksheet**

The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The following is a layman's explanation of what the questions mean—and what your district's answers can mean to its rating.

### 1. Was total Fund Balance less Reserved Fund Balance greater than zero in the General Fund?

School districts must legally have a fund balance to ensure adequate funding for operations. This indicator is designed to ensure that your district has a positive amount of fund balance cash (savings) that is not designated or "reserved" for a specific purpose. In other words, "Does your district have funds set aside for a rainy day?"

### 2. Were there NO disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations?

This indicator seeks to make certain that your district has paid your bills/obligations on bonds issued to pay for school construction, etc.

### 3. Was the Annual Financial Report filed within one month after the November 27 or January 28 deadline depending upon the district's Fiscal Year end date (June 30 or August 31)?

A simple indicator. Was your Annual Financial Report filed by the deadline?

# 4. Was there an Unqualified Opinion in the Annual Financial Report?

A "qualification" on your financial report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unqualified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.

# 5. Did the Annual Financial Report NOT disclose any instance(s) of material weakness in internal controls?

A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds, and should be immediately addressed.



# 6. Was the percent of total tax collections (including delinquent) greater than 96 percent?

This indicator measures your district's success in collecting the taxes owed to you by your community's businesses and homeowners, placing a 96 percent minimum collections standard. You must collect 96 percent or more of your taxes, **including** any delinquent taxes owed from past years.

### 7. Did the comparison of PEIMS data to like information in the Annual Financial Report result in an aggregate variance of less than 4 percent of expenditures per fund type (Data Quality Measure)?

This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type is more than 4 percent, your district "fails" this measure.

8. Were Debt-Related Expenditures (net of IFA and/or EDA allotment) less than \$770 per student? (If the district's fiveyear percent change in students was a 2 percent increase or more, or if property taxes collected per penny of tax effort were more than \$100,000, then answer this indicator YES.) This indicator shows the Legislature's intent for school districts to spend money on education, rather than fancy buildings, by limiting the amount of money district's can spend on debt to \$770 per student. Fortunately, the Legislature did allow for fast-growth schools to exceed this cap.

### 9. Was there NO disclosure in the Annual Audit Report of Material Noncompliance?

NO disclosure means the Annual Audit Report includes no disclosure indicating that the school district failed to comply with laws, rules and regulations for a government entity.

### 10. Did the district have full accreditation status in relation to financial management practices? (e.g. no conservator or monitor assigned)

Did TEA take over control of your district due to financial issues such as fraud or having a negative fund balance? If not, you pass this indicator.

# 11. Was the percentage of Operating Expenditures expended for Instruction more than 54 percent?

This indicator shows your district's ability to focus the majority of its funding so that it directly pays for student instruction. Only items such as salaries of classroom teachers and classroom supplies qualify as "Instruction" expenditures in this calculation (Function 11).



### 12. Was the aggregate of Budgeted Expenditures and Other Uses LESS THAN the aggregate of Total Revenues, Other Resources and Fund Balance in General Fund?

Was the budgetary plan to spend until bankruptcy resulted? If the district planned to keep spending until a negative fund balance resulted then the lowest School FIRST rating would have been assigned to the district.

13. If the district's Aggregate Fund Balance in the General Fund and Capital Projects Fund was LESS THAN zero, were construction projects adequately financed? (Were construction projects adequately financed or adjusted by change orders or other legal means to avoid creating or adding to the fund balance deficit situation?)

Did you over-spend on school buildings or other capital projects? This indicator measures your district's ability to construct facilities without damaging your Fund Balance.

14. 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, then answer this indicator YES.) This indicator measures whether or not your district has sufficient cash and investments to balance Fund Balance monies such as TEA overpayments (deferred revenues). In other words, your District should have fund balance monies of its own that are at least equal to those dollars that are there due to overpayments from TEA, and you should not be spending "next year's" monies this year.

# 15. Was the Administrative Cost Ratio less than the standard in State Law?

This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?

### 16. Was the Ratio of Students to Teachers within the ranges shown below according to district size?

This indicator measures your pupil-teacher ratio to ensure that it is within TEA recommended ranges for district's of your student population range. For example, districts with a student population between 500 and 1,000 should have no more than 22 students per teacher and no fewer that 10 students per teacher.

Indicator 16
District Size – No. of Students Between
<500
500 - 999
1,000 – 4,999
5,000 – 9,999
=> 10,000

Ranges	for Ratios
Low	High
7	22
10	22
11.5	22
13	22
13.5	22



# 17. Was the Ratio of Students to Total Staff within the ranges shown below according to district size?

This indicator measures your pupil-staff ratio to ensure that it is within TEA-recommended ranges for district's of your student population range. For example, districts with a student population between 500 and 1,000 should have no more than 14 students per staff member and no fewer that 5.5 students per district employee.

Indicator 17	Ranges	for Ratios	
District Size – No. of Students Between	Low	High	
<500	4	14	
500 – 999	5.5 14		
1,000 – 4,999	6	14	
5,000 – 9,999	6.5	14	
=> 10,000	6.6	14	

18. Was the Total Fund Balance in the General Fund more than 50 percent and less than 150 percent of Optimum according to the Fund Balance and Cash Flow Calculation Worksheet in the Annual Financial Report?

Your district's audit provides an optimum General Fund "Fund Balance" for your district. Your district should have no less than one-half and no more than one and onehalf times this amount in your Fund Balance, counting both reserved and unreserved fund balances. 19. Was the decrease in Undesignated Unreserved Fund Balance less than 20 percent over two Fiscal Years? (If 1.5 times Optimum Fund balance is less than total Fund Balance in General Fund or if Total Revenues the General exceededOperating Expenditures in Fund, then answer this indicator YES.)

Are you "feeding off of your Fund Balance" to pay for salaries or other district operating expenses? This indicator notes rapid decreases in your undesignated Fund Balance (those dollars not designated as a "land fund" or "construction fund") or emergency fund.

### 20. Was the Aggregate Total of Cash and Investments in the General Fund more than \$0?

Does your district have cash in the bank, and/or investments?

# 21. Were Investment Earnings in all funds more than \$15 per student?

Are you using your cash or reserve fund (Fund Balance) monies wisely?



## **Disclosures**

In calendar year 2007, new reporting requirements are effective for the financial management report that will be distributed at the Schools FIRST public hearing. Per Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, the five (5) disclosures explained below will be presented as appendices in the Schools FIRST financial management report.

### 1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2007. The employment contract for Dr. Eddie Coulson is attached .



### 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2006

For the Twelve-month Period								
Ended August 31, 2006								
		Board	Board	Board		Board		Board
		Member	Member	Member	Board	Member	Board	Member
Description of	Superintendent	Mr.	Ms.	Mr.	Member	Mr.	Member	Dr.
Reimbursements	Dr. Creel	Aldrich	Broussard	Chaloupka	Mr. Jones	Pitcock	Ms. Slack	Watson
Meals	\$2,037.29	\$0.00	\$90.00	\$0.00	\$60.00	\$60.00	\$180.00	\$60.00
Lodging	2,287.17	176.05	474.15	316.10	316.10	316.10	783.01	316.10
Transportation	2,212.85	153.90	153.90	44.55	153.90	153.90	297.27	153.90
Motor Fuel								
Other	1,171.50	240.00	306.00	278.00	266.00	266.00	479.00	300.00
Total	\$7,708.81	\$569.95	\$1,024.05	\$638.65	\$796.00	\$796.00	\$1,739.28	\$830.00

**Note** – The spirit of the rule is to capture all "reimbursements" for fiscal year 2006, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

**Meals** – Meals consumed off of the school district's premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

**Lodging** - Hotel charges.

**Transportation** - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls. **Motor fuel** – Gasoline.

**Other** - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



## **Disclosures**

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2006

For the Twelve-Month Period	
Ended August 31, 2006	
Superintendent Dr. Creel	
Name(s) of Entity(ies)	
	\$ None
Total	\$ None

**Note** – Compensation does not include business revenues from the superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



### 4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2006

For the Twelve-Month Period Ended August 31, 2006								
		Board Member	Board Member	Board Member	Board	Board Member	Board	Board Member
	Superintendent Dr. Creel	Mr. Aldrich	Ms. Broussard	Mr. Chaloupka	Member Mr. Jones	Mr. Pitcock	Member Ms. Slack	Dr. Watson
Summary Amounts	\$ None	\$ None	\$ None	\$ None	\$ None	\$ None	\$ None	\$ None

**Note** – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



### 5. Business Transactions Between School District and Board Members for Fiscal Year 2006

For the Twelve-Month Period Ended August 31, 2006							
Linded August 51, 2000	Board	Board	Board		Board		Board
	Member	Member	Member	Board	Member	Board	Member
	Mr.	Ms.	Mr.	Member	Mr.	Member	Dr.
	Aldrich	Broussard	Chaloupka	Mr. Jones	Pitcock	Ms. Slack	Watson
Summary Amounts	\$ None	\$ None	\$ None	\$ None	\$ None	\$ None	\$ None

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

State of Texas County of Brazos

### **Superintendent Employment Contract**

This Contract is by and between the Board of Trustees of the College Station Independent School District (the "District"), a body politic and corporate, of Brazos County, Texas (the "Board") 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.

### I. <u>Term of Employment</u>

The District hereby employs the Superintendent beginning July 1, 2007, and ending June 30, 2009.

### II. <u>Certification</u>

This Contract is conditioned on the Superintendent providing and maintaining evidence of the necessary certification and experience records and other records required by law, District policy, and any other applicable regulations. Failure to provide such evidence shall render this Contract void.

### III. <u>Duties</u>

- A. <u>Chief Administrator</u>. The Superintendent shall be 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 from time to time may designate.
- B. <u>Outside A ctivities</u>. The S uperintendent a grees to d evote h is time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, teaching, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

### IV. <u>Annual Evaluation</u>

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. <u>Compensation, Benefits and Expenses</u>

- A. <u>Salary.</u> The salary for the Superintendent under this Contract shall be calculated on the basis of \$165,000 annually.
- B. <u>Adjustments.</u> 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.
- C. <u>Professional Membership Fees.</u> 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.
- D. <u>Business Expenses.</u> The District will pay for or reimburse actual and incidental costs incurred by the Superintendent in the continuing performance of duties under the Contract as follows:
  - 1. The District will pay for or reimburse all reasonable actual and incidental costs incurred by the Superintendent for travel outside of Brazos County, including, but not limited to, coach class airline tickets, hotels and accommodations, meals, rental car and other expenses incurred in the performance of the Superintendent's duties on behalf of the District.
  - 2. 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.
  - 3. The District will provide the Superintendent with a national credit card on which he may make charges for all expenses reimbursable by the District under this contract.
  - 4. 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 by the District's independent auditors.

- 5. The Superintendent will submit an annual budget for such expenses as part of the District's overall budget for Board approval.
- E. <u>Health and Life Insurance</u>. 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.

### VI. <u>Vacation Days</u>

- A. <u>Vacation Days.</u> The Superintendent shall accrue 15 days vacation 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 days vacation 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.
- B. <u>Unused Vacation Days</u>. The District shall pay the Superintendent for any unused vacation days up to a maximum of 20 days upon his leaving the District's employ.

#### VII. Renewal and Extension.

- A. <u>Renewal</u>. The Board may renew this Contract effective at the end of its term in accordance with Board policy.
- B. <u>Extension.</u> 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.
- C. <u>Expectancy of Continued Employment</u>. This Contract, including any procedures provided herein, shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement beyond

the term of this Contract and any extensions entered into pursuant to this Section.

### VIII. Discharge and Nonrenewal

- A. <u>Discharge.</u> The Superintendent may be terminated during the term of this Contract for good cause pursuant to Texas Education Code Chapter 21 and Board Policy. Should the Superintendent be terminated for good cause, he shall be afforded the procedural protections stated in Board Policy and as required by law.
- B. <u>Nonrenewal.</u> The Board may nonrenew this Contract at the end of its term by giving timely notice as provided by the policies of the District and following the procedures required by Texas Education Code Chapter 21 and District policies. The reasons for nonrenewal and the procedures to be followed shall be those set out in Board Policy.

### IX. <u>Resignation</u>

The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed to 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.

### X. <u>Legal Defense and Indemnification</u>

- A. <u>Legal Defense.</u> 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, in the course and scope of the Superintendent's employment, to the extent permitted by law.
- B. <u>Dispute with District</u>. 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.
- C. <u>Misconduct</u>. 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:

- 1. An act or omission that involves intentional misconduct or a knowing violation of the law; or
- 2. A transaction from which the Superintendent received an improper benefit.
- D. <u>Insurance</u>. The District may fulfill its obligation under this Section by purchasing insurance coverage as determined by the Board.

#### XI. <u>Controlling Laws and Regulations</u>

This Contract shall be subject to and governed by the laws of this state and the local policies, procedures, and regulations as are in effect at the time of the execution of the Contract or as may be adopted by the Board during the term of this Contract.

#### XII. <u>Amendment</u>

This Contract may be amended by the mutual agreement of the parties. Any amendment must be in writing, and a copy shall be attached to this Contract.

#### XIII. Miscellaneous Provisions

- A. <u>Entire Agreement</u>. In entering into this Contract, the parties understand and represent that all existing agreements and contracts, written and verbal, between the parties regarding the Superintendent's employment are superseded by this Contract, and it constitutes the entire agreement between the parties.
- B. <u>Savings Clause</u>. The invalidity or unenforceability in any particular circumstance or any provision of this Agreement shall not extend beyond such provision or such circumstance, and no other provision of this Contract shall be affected thereby.

This Contract has been approved by majority vote of the Board of Trustees in a lawfullycalled and convened public meeting, and it is executed by authorized individuals in duplicate on the dates shown below.

### [Signature Page Follows]

Board of Trustees, College Station Independent School District

By: President, Board of Trustees

Date: 6-28-07

ATTEST:

es-President, Board of Trustees

Date: 6-28-07

\_\_\_\_ Date: <u>6-28-2007</u>

Superintendent