



Board of Trustees

School FIRST Public Hearing

October 20, 2009

**Bastrop Independent School District
906 Farm Street
Bastrop Texas 78602
512-321-2292**

**School FIRST
Public Hearing
October 20, 2009**

Proposed Financial
Accountability Rating
System
SB 218 – 2001

School FIRST

- Financial
- Integrity
- Rating
- System of
- Texas



Goal



- To achieve improved performance in the management of school districts' financial resources.
- This report is for the 2007-08 fiscal year.
- Seventh year of FIRST Reporting

- 
- 
- 24 Indicators
 - District must hold public hearing to discuss ratings
 - Improvement in financial management in many schools have been identified since the initiation of School First in 2003

Requirements

- Every school district in Texas is required to prepare an annual financial management report that includes:
 - FIRST Rating
 - Comparison data from previous year
 - Additional information required by the Commissioner of Education

Additional Information Required

- Superintendent's Contract
- Reimbursements received by superintendent and board members
- Outside compensation/fees received by Superintendent for professional consulting
- Gifts received by executive officers and board members
- Business transactions between school district and board members

District Ratings

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

Rating	Determine Rating by Applicable Range for summation of the Indicator scores (Indicators 7-24)
Superior Achievement	75-85 and Yes to indicator 7
Above Standard Achievement	65-74 or ≥ 75 and No to indicator 7
Standard Achievement	55-64
Substandard Achievement	< 55 or No to one default indicator

Bastrop ISD Final Rating from TEA

- SUPERIOR ACHIEVEMENT
 - Yes to Indicators 1 – 6
 - Score 83

Key Indicators

Bastrop ISD Results



**Was the Total Fund Balance
Greater Than Zero in the General
Fund?**

Bastrop ISD General
Fund Balance
\$16,566,391

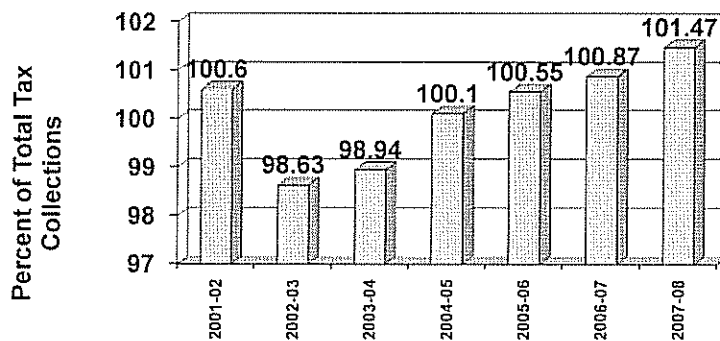


Was the Percent of Total Tax Collections (Including Delinquent) Greater Than 96%?

Bastrop ISD
101.47%



FIRST Total Tax Collection Rate History



Were Debt Related Expenditures (Net of IFA and/or EDA Allotment) < \$250 Per Student? (If the district's five-year percent change in students was a 7% increase or more, or if property taxes collected per penny of tax effort were more than \$200,000, then the district receives 5 points.)

- Bastrop ISD - \$1,151 Per Student
 - Calculation $\$11,484,365 - 1,675,244 / 8521$
- 5 Year Percent Change in Students – 13.63%
- Tax Effort per penny - \$231,817

Was the Percent of Operating Expenditures Expended for Instruction More Than 65% (Functions 11,36,93,95) (Phased in over 3 years, 55% for 2006-07; 60% for 2007-08; and 65% for 2008-09)

**Bastrop ISD for 2007-08
58.41%**

**Was the Percent of Operating Expenditures
Expended for Instruction More Than or Equal to 65%
(Functions 11,12,31,33,36,93,95)**

**Bastrop ISD
63.41%
(2 Points Received for 62%-65%)**

Factors Relating to 65 % Indicator

- 21st Century Grant
 - Expenses related are primarily function 61 – (after school program)
- Increased Transportation costs

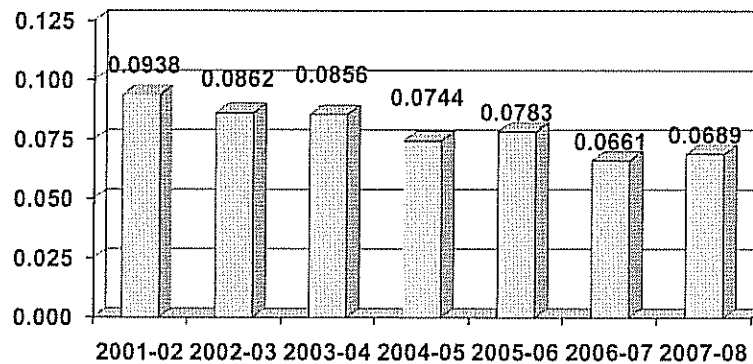
Was the Administrative Cost Ratio Less Than the Standard in State Law?

Acceptable .125

BASTROP ISD .0689



FIRST Administrative Cost Ratio History



**Was the Student/Teacher Ratio Within
Acceptable Range According to
District Size?**

Lower Limit	13.0
BASTROP	14.8
Upper Limit	22.0



**Was the Student/Staff Ratio Within
Acceptable Range According to
District Size?**

Lower Limit	6.8
BASTROP	7.8
Upper Limit	14.0



**Was the Total Fund Balance In the General Fund
More than 50% and Less Than 150% of the Optimum
According to the Fund Balance and Cash Flow
Calculation Worksheet in the Annual Financial
Report?**

BASTROP \$17,641,524
Optimum \$18,035,756
97.8%



**Were Investment Earnings In All Funds
(Excluding Debt Service Fund and Capital
Projects Fund) More Than \$20 Per Student?**

BASTROP ISD
\$154.04



For Additional Information Contact

- Sandra Callahan, CFO
scallahan@bastrop.isd.tenet.edu
- Theresa Fierro, Accountant
tfierro@bastrop.isd.tenet.edu

512-321-2292

**FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS
2007-08 DISTRICT STATUS**

	INDICATOR DESCRIPTION	RESULT	DISTRICT DETAIL
1	Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?	PASSED	\$ 16,566,391
2	Was the Total Unrestricted Net Asset Balance (net of Accretion of Interest on Capital Appreciation Bonds) in the Governmental Activities Column of the State of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% or more)?	PASSED	District's 5 Year % Change in Student was 13.63% & Total Unrestricted Net Asset + Accretion of Interest on CAB's \$35,403,103
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	PASSED	No Default Disclosures
4	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)?	PASSED	Filed 11/21/2008
5	Was There An Unqualified Opinion in Annual Financial Report?	PASSED	Clean Audit
6	Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?	PASSED	No Weak Internal Controls
7	Did the District's Academic Rating Exceed Academically Unacceptable?	5 Points	Academically Acceptable
8	Was the Three-Year Average Percent of Total Tax Collections (Including Delinquent) Greater than 98%?	5 Points	101.47%
9	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)?	5 Points	0
10	Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$250.00 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)	5 Points	Percent Change in Student = 13.63% and Property Taxes Collected Per Penny of Tax Effort = \$231,816
11	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	5 Points	No Material Non-Compliance
12	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Master Or Monitor Assigned)	5 Points	Full-Accreditation
13	Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Function 11, 36, 93, 95) (Phased in over three years, 55% for 2006-07; 60% for 2007-08; and 65% for 2008-09)	2 Points	58.41%
14	Was the Percent of Operating Expenditures Expended for Instruction More than or equal to 65% (Function 11, 12, 31, 33, 36, 93, 95)	2 Points	63.41%
15	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?	5 Points	Total Revenue, Other Resources and Fund Balance = \$76,184,407 - Total Expenditures and Other Uses = \$59,113,667
16	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)	5 Points	District's Aggregate Fund Balance in General and Capital Projects funds greater than zero \$6,553,598
17	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)	5 Points	Cash + Investments = \$17,274,661 net deferred revenue = \$22,833
18	Was The Administrative Cost Ratio Less Than The Threshold Ratio?	5 Points	Acceptable - .125 - Bastrop - .0689
19	Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?	5 Points	Lower Limit - 13 Upper Limit - 22 Bastrop - 14.7873
20	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	5 Points	Lower Limit - 6.8 Upper Limit - 14 Bastrop - 7.8468
21	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?	5 Points	Total Fund Balance - \$17,641,524 Optimum Fund Balance - \$18,035,766 Percentage - 97.8142%
22	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)	5 Points	The decrease in undesignated unreserved fund balance is less than 20% over two fiscal years
23	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	5 Points	\$ 17,274,661
24	Were Investment Earnings In All Funds More Than \$20 Per Student?	4 Points	\$ 116.41

FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS
2006-07/2007-08 COMPARISON DATA

	INDICATOR DESCRIPTION	2006-07		2007-08		2007-08	
		RESULT		RESULT		DISTRICT DETAIL	DISTRICT DETAIL
1	Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?	PASSED		PASSED	\$	19,012,904	\$ 16,566,391
2	Was the Total Unrestricted Net Asset Balance (net of Accretion of Interest on Capital Appreciation Bonds) in the Governmental Activities Column of the State of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% or more)?	PASSED		PASSED		District's 5 Year % Change in Student was 12.75% & Total Unrestricted Net Asset + Accretion of Interest on CAB's \$34,713,969	District's 5 Year % Change in Student was 13.63% & Total Unrestricted Net Asset + Accretion of Interest on CAB's \$35,403,103
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	PASSED		PASSED		No Default Disclosures	No Default Disclosures
4	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)	PASSED		PASSED		Filed 11/27/2007	Filed 11/21/2008
5	Was There An Unqualified Opinion in Annual Financial Report?	PASSED		PASSED		Clean Audit	Clean Audit
6	Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?	PASSED		PASSED		No Weak Internal Controls	No Weak Internal Controls
7	Did the District's Academic Rating Exceed Academically Unacceptable?	5 Points		5 Points		Academically Acceptable	Academically Acceptable
8	Was The Percent Of Total Tax Collections (Including Delinquent) Greater Than 96%?	5 Points		5 Points		100.87	101.47%
9	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)?	5 Points		5 Points		0	0
10	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)	5 Points		5 Points		\$698 Per Student	Percent Change in Student = 13.63% and Property Taxes Collected Per Penny of Tax Effort = \$231,816
11	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	5 Points		5 Points		No Material Non-Compliance	No Material Non-Compliance
12	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Master Or Monitor Assigned)	5 Points		5 Points		Full-Accreditation	Full-Accreditation
13	Was The Percent Of Operating Expenditures Expended For Instruction More Than 54%?	NA		NA		Change in Measurement	Change in Measurement
13	Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Function 11, 36, 93, 95) (Phased in over three years, 55% for 2006-07; 60% for 2007-08; and 65% for 2008-09)	3 Points		2 Points		59.42%	58.41%
14	Was the Percent of Operating Expenditures Expended for Instruction More than or equal to 65% (Function 11, 12, 31, 33, 36, 93, 95)	2 Points		2 Points		64.35%	63.41%

FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS
2006-07/2007-08 COMPARISON DATA

	INDICATOR DESCRIPTION	2006-07		2007-08		2007-08	
		RESULT		RESULT		DISTRICT DETAIL	DISTRICT DETAIL
15	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?	5 Points		5 Points		Total Revenue, Other Resources and Fund Balance = \$76,184,407 - Total Expenditures and Other Uses = \$59,113,667	Total Revenue, Other Resources and Fund Balance = \$76,184,407 - Total Expenditures and Other Uses = \$59,113,667
16	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)	5 Points		5 Points		District's Aggregate Fund Balance in General and Capital Projects funds greater than zero \$24,817,462	District's Aggregate Fund Balance in General and Capital Projects funds greater than zero \$6,553,598
17	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)	5 Points		5 Points		Cash + Investments = \$19,824,091 net deferred revenue = \$22,833	Cash + Investments = \$17,274,661 net deferred revenue = \$22,833
18	Was The Administrative Cost Ratio Less Than The Standard In State Law?	5 Points		5 Points		Acceptable - .125 - Bastrop - .0661	Acceptable - .125 - Bastrop - .0689
19	Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?	5 Points		5 Points		Lower Limit - 13 Upper Limit - 22 Bastrop - 14.823	Lower Limit - 13 Upper Limit - 22 Bastrop - 14.7873
20	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	5 Points		5 Points		Lower Limit - 6.8 Upper Limit - 14 Bastrop - 7.8681	Lower Limit - 6.8 Upper Limit - 14 Bastrop - 7.8468
21	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?	5 Points		5 Points		Total Fund Balance - \$19,104,016 Optimum Fund Balance - \$19,573,786 Percentage - 97.6%	Total Fund Balance - \$17,641,524 Optimum Fund Balance - \$18,035,756 Percentage - 97.8142%
22	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)	5 Points		5 Points		Total Revenues Greater Than Operating Expenditures in the General Fund	The decrease in undesignated unreserved fund balance is less than 20% over two fiscal years
23	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	5 Points		5 Points		\$ 19,824,091	\$ 17,274,661
24	Were Investment Earnings In All Funds More Than \$15 Per Student?	4 Points		4 Points		\$ 154.04	\$ 116.41

School FIRST Annual Financial Management Report

New reporting requirements are effective for the financial management report that will be distributed at the School FIRST public hearing in September. Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005 TEA would like to acknowledge TASBO, TASB, and the Coordinating Task Force for their assistance in developing this template. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing, it may not be all included.

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, 2008

Description of Reimbursements	Superintendent		Board Member 1		Board Member 2		Board Member 3		Board Member 4		Board Member 5		Board Member 6		Board Member 7	
Meals	515.00		216.00		92.00		108.00		72.00		191.00		200.00		184.00	
Lodging	1,682.44		1,035.78		773.89		987.36		277.42		1,287.47		454.56		1,289.24	
Transportation	3,849.10		288.83		194.19		94.64		182.51		288.83		94.64		288.83	
Motor Fuel																
Other	755.00		610.00		285.00		325.00		225.00		610.00		610.00		610.00	
Total	\$6,801.54		\$2,150.61		\$1,345.08		\$1,515.00		\$756.93		\$2,377.30		\$1,359.20		\$2,372.07	

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 Serv

For the Twelve-Month Period

Ended June 30, 2008

Name(s) of Entity(ies)

NONE RECEIVED

Amount Received

Total

\$0.00

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, 2008

NONE RECEIVED

Total

Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
\$	\$	\$	\$	\$	\$	\$	\$

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, 2008

NONE RECEIVED

Amounts

Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
\$	\$	\$	\$	\$	\$	\$

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.

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Bastrop Independent School District (the "District") and Roderick Emanuel (the "Superintendent"). NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a twelve-month basis for five (5) years, beginning July 26, 2006 and ending July 25, 2011.
2. This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules.
3. The duties of the Board shall be governed by state law, specifically those powers and duties enumerated in Chapter 11, Subchapter D of the Texas Education Code.
4. The duties of the Superintendent include assuming administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff; assuming administrative authority and responsibility for the assignment and evaluation of all personnel of the District other than the Superintendent; making recommendations regarding the selection of personnel of the District other than the Superintendent, as provided by Section 11.163 of the Texas Education Code; initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract; managing the day-to-day operations of the District as its administrative manager; preparing and submitting to the Board of Trustees a proposed budget as provided by Section 44.002; preparing recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies; developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Trustees; providing leadership for the attainment of student performance in the District based on the indicators adopted under Section 39.051 and other indicators adopted by the State Board of Education or the District's Board of Trustees; organizing the District's central administration; and perform any other duties assigned by the Board of Trustees consistent with state and federal law.
5. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, District

SUPERINTENDENT'S CONTRACT

PAGE 1

policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.

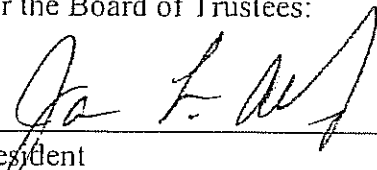
6. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
7. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the amount of One Hundred Forty Eight Thousand, Five Hundred and Fifty Seven Dollars and Twenty Cents (\$148,557.20). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
 - (b) *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. This District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, gasoline, hotels, and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the District. The District agrees to pay the cost of a cellular telephone for the Superintendent's business and minimal personal use. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.
 - (c) *Insurance.* The District shall provide medical insurance to cover the Superintendent in accordance with the provisions of the highest benefit plan of the district (Plan 3).
 - (d) *Automobile.* This District shall provide the Superintendent with an Automobile allowance in the sum of Seven Hundred Fifty Dollars (\$750.00) per month.
 - (e) *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

- (f) *Professional Growth.* The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District.
- (g) *Civic Activities, etc.* The Superintendent is encouraged to participate in the community and civic affairs in accordance with the Board's policies. The reasonable expense of such activities shall be borne by the District.
8. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
9. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
10. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code §§ 21.211, 21.212(d), and Board policy.
11. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
12. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
13. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
14. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
15. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
16. The Superintendent may resign, with the consent of the Board, at any time or as allowed by state law.
17. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No

right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.

18. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
19. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
20. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 1st day of October, 2007.

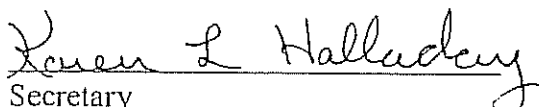
For the Board of Trustees:



President

DATE: 8/21/07

ATTEST:



Secretary

DATE: 8/21/07



Superintendent

DATE: 8/21/07