



# FIRST Public Hearing December 18, 2018

Sandra Callahan, CFO



## Overview of FIRST Rating System

- Goal is to achieve improved performance in the management of school district's financial resources
- Current report is for the 2016-17 fiscal year
- 16th year of FIRST reporting
- 15 indicators
- District must hold a public hearing to discuss ratings

# Requirements

Every school district in Texas is required to prepare an annual financial management report that includes:

- FIRST rating information
- Additional information required by the Commissioner of Education, including
  - Superintendent's contract
  - Reimbursements received by Superintendent and board members
  - Outside compensation/fees received by Superintendent for professional consulting
  - Gifts received by executive officer and board members
  - Business transactions between district and board members





## Bastrop ISD Final Rating

- Meets Standard (C)
- Yes to Indicators 1-5
- Score 78
- Passing Score 60

# Indicators 1 - 5

5 critical indicators result in an automatic *Substandard Achievement (F)* rating should a district fail in that specific category regardless of overall score

1. Complete annual financial report and data submitted to TEA within 30 days of the November 27 deadline.
- 2A. Unmodified opinion on annual financial report
- 2B. No weak internal controls
3. No default disclosures
4. Timely payments to government agencies (Teacher Retirement System, Texas Workforce Commission, Internal Revenue Service)
5. Was the total restricted net asset balance (Net of the accretion of interest for capital appreciation bonds) greater than zero?



# Indicator 6

Was the number of days of cash on hand and current investments in the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

- District received 2 out of possible 10 points for this indicator.
- In 2017-18 (2015-16 data) the district submitted and was granted an appeal by TEA for this indicator.
- Appeal was submitted and denied for 2018-19 (2016-17 data).
- District will receive same points for Indicator 6 in 2019-20 (2017-18 data), if appeal is filed and denied.



# Indicator 6

Was the number of days of cash on hand and current investments in the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

	<u>Actual</u>	<u>Appeal</u>
Cash and Equivalents	\$1,037,634	\$1,307,634
+Cash Investments	9,607,578	9,607,578
+Receivables		13,513,373
/		
Total Expenditures	\$86,808,597	\$86,808,597
Facilities Acquisitions	319,323	319,323
*		
365		
Score	44.9247	101.206
	2 Points	10 Points



# Indicator 7

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short term debt?

	<u>Actual</u>	<u>Appeal</u>
Current Assets	\$40,374,586	\$40,374,586
/Current Liabilities	16,543,123	13,631,223

6 points received

Appeal was filed and denied

In 2019-20 (2017-18 data), the District will receive 8 points for this indicator.





# Indicator 9

**Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days cash on hand greater than or equal to 60 days?**

- The District used fund balance in the 2016-17 fiscal year and cash on hand was 45 days.
- Bastrop ISD received 0 points for indicator 9
- In 2017-18 the District had revenues over expenditures by \$1,952,117.
- The District will receive 10 points for indicator 9 in 2019-20.



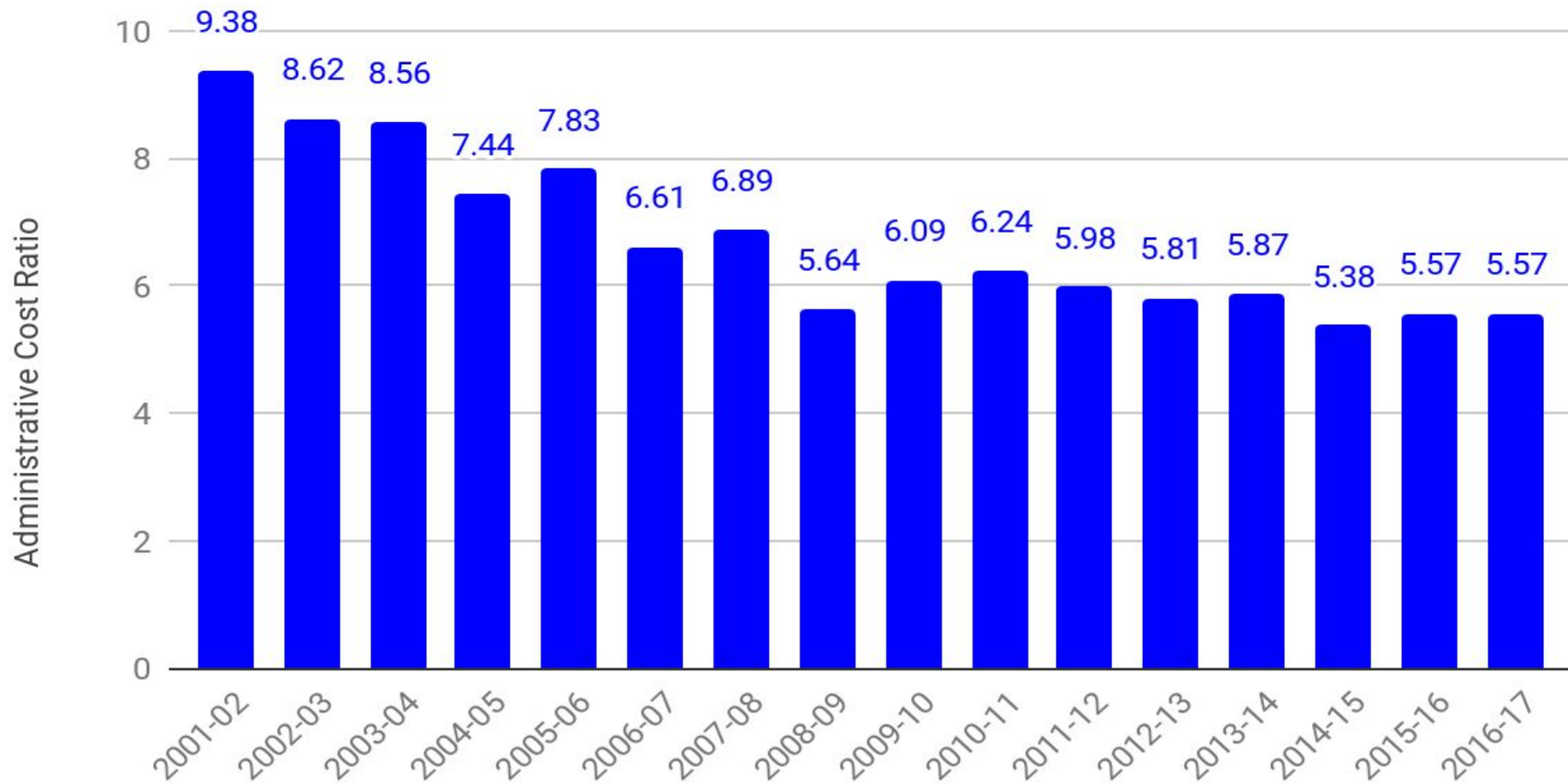


## Indicator 11

Was the school district's administrative cost ratio equal to or less than the threshold ratio?

Yes, an acceptable percentage for a district our size is 10%.  
Bastrop ISD is 5.57%

# Administrative Cost Ratio





## Indicator 14

**Did external independent auditor indicate that the Annual Financial Report (AFR) was free of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?**

Yes, there was no material noncompliance.



## Indicator 15

**Did the school district NOT receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) fund as a result of financial hardship?**

Yes, there was no Adjustment for Repayment Schedule.



# Looking Forward

**2019-20 FIRST Rating based on 2017-18 data - Superior Rating**

**2020-21 FIRST Rating based on 2018-19 data - New rating system indicators**



**Thank You!**

**Questions & Answers**



**Board of Trustees**

**School FIRST  
Public Hearing**

**December 18, 2018**

**Bastrop Independent School District  
906 Farm Street  
Bastrop TX 78602  
512-772-7100**



**FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS  
2016-17 SUMMARY**

		2016-17	2016-17
	INDICATOR DESCRIPTION	RESULT	
1	Was the complete Annual Financial Report and data submitted to TEA within 30 days of the November 27th or January 28th deadline depending on the school district's Fiscal Year End Date June 30th or August 31st, respectively?	PASSED	11/15/17
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator 2 if it responds No to indicator 2.1 Or to both indicator 2.A And 2.B		
2.A	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	PASSED	Unmodified Opinion (True)
2.B	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over the financial reporting and compliance for local, state or federal funds? (The AICPA defines material weakness.)	PASSED	No Week Internal Controls
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	PASSED	No Default Disclosures
4	Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS) and other government agencies?	PASSED	Timely Payments to Government Agencies
5	Was the total unrestricted net position balance(Net of accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, the school district passes this indicator.)	PASSED	The District's five-year percent change in students was 10% or more and the Total Unrestricted Net Asset Balance is greater than zero
6	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	2 Points	44.9247
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	6 Points	2.4406
8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, the the school district passes this indicator.)	10 Points	0.9505 and the District's five-year percent change in students was 10% or more
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	0 Points	Expenditures exceeded Revenues 44.9247 days cash on hand
10	Was the debt service coverage ratio sufficient to meet the required debt service?	10 Points	Yes
11	Was the school district's administrative cost ratio less than the threshold ratio?	10 Points	Acceptable - 10% 5.57
12	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)	10 Points	Student enrollment did not decrease
13	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	10 Points	< 3%
14	Did the external independent auditor indicate the AFR was free of any instances of material noncompliance for grants, contract, and laws related to local, state, or federal fund? (The AICPA defines material noncompliance)	10 Points	No Material Non-Compliance
15	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) as a result of a financial hardship?	10 Points	No Adjusted Repayment Schedule

**FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS**  
**2015-16 to 2016-17**  
**COMPARISON DATA**

		2015-16	2016-17	2015-16	2016-17
	INDICATOR DESCRIPTION	RESULT	RESULT		
1	Was the complete Annual Financial Report and data submitted to TEA within 30 days of the November 27th or January 28th deadline depending on the school district's Fiscal Year End Date June 30th or August 31st, respectively?	PASSED	PASSED	11/22/16	11/15/17
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator 2 if it responds No to indicator 2.1 Or to both indicator 2.A And 2.B				
2.A	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	PASSED	PASSED	Unmodified Opinion (True)	Unmodified Opinion (True)
2.B	Did the external independent auditor report that the AFR was free of any instance(s) of material weakness in internal controls over the financial reporting and compliance for local, state or federal funds? (The AICPA defines material weakness.)	PASSED	PASSED	No Week Internal Controls	No Week Internal Controls
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	PASSED	PASSED	No Default Disclosures	No Default Disclosures
4	Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS) and other government agencies?	PASSED	PASSED	Timely Payments to Government Agencies	Timely Payments to Government Agencies
5	Was the total unrestricted net position balance(Net of accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, the school district passes this indicator.)	PASSED	PASSED	The District's five-year percent change in students was 10% or more and the Total Unrestricted Net Asset Balance is greater than zero	The District's five-year percent change in students was 10% or more and the Total Unrestricted Net Asset Balance is greater than zero
6	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	4 Points	2 Points	47.9811	44.9247
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	6 Points	6 Points	2.4911	2.4406
8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, the school district passes this indicator.)	10 Points	10 Points	0.7762 and the District's five-year percent change in students was 10% or more	0.9505 and the District's five-year percent change in students was 10% or more
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	10 Points	0 Points	Revenues exceeded Expenditures 41,2125 days cash on hand	Expenditures exceeded Revenues 44.9247 days cash on hand
10	Was the debt service coverage ratio sufficient to meet the required debt service?	10 Points	10 Points	Yes	Yes

**FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS**  
**2015-16 to 2016-17**  
**COMPARISON DATA**

		2015-16	2016-17	2015-16	2016-17
	INDICATOR DESCRIPTION	RESULT	RESULT		
11	Was the school district's administrative cost ratio less than the threshold ratio?	10 Points	10 Points	Acceptable - 10% 5.57	Acceptable - 10% 5.57
12	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)	10 Points	10 Points	Student enrollment did not decrease	Student enrollment did not decrease
13	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	10 Points	10 Points	< 3%	< 3%
14	Did the external independent auditor indicate the AFR was free of any instances of material noncompliance for grants, contract, and laws related to local, state, or federal fund? (The AICPA defines material noncompliance)	10 Points	10 Points	No Material Non-Compliance	No Material Non-Compliance
15	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) as a result of a financial hardship?	10 Points	10 Points	No Adjusted Repayment Schedule	No Adjusted Repayment Schedule
	<b>Total</b>	<b>90 Points</b>	<b>78 Points</b>		

# School FIRST Annual Financial Management Report

## BASTROP 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 109.1001(q). Effective 8/1/2018. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

### Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
Ended June 30, 2017

Description of Reimbursements	Superintendent	Board			Board			Board Member 7
		Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	
Meals	\$ 704.90	\$ -	\$ -	\$ -	\$ -	\$ 54.78	\$ 9.08	\$ -
Lodging	\$ 5,693.93	\$ 1,245.24	\$ 784.89	\$ 830.41	\$ 2,386.41	\$ 1,472.58	\$ 454.08	\$ 647.88
Transportation	\$ 4,218.55	\$ 242.30	\$ 97.58	\$ 97.58	\$ 552.01	\$ 144.72	\$ 142.58	\$ 227.58
Motor Fuel	\$ 320.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 2,761.00	\$ 325.00	\$ 385.00	\$ 385.00	\$ 1,335.00	\$ 325.00	\$ 325.00	\$ 385.00
<b>Total</b>	<b>\$13,698.79</b>	<b>\$1,812.54</b>	<b>\$1,267.47</b>	<b>\$1,312.99</b>	<b>\$4,273.42</b>	<b>\$1,997.08</b>	<b>\$930.74</b>	<b>\$1,260.46</b>

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, 2017  
Name(s) of Entity(ies)

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, 2017

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

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

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period  
 Ended June 30, 20XX

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

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



consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification and all other certificates required by law. Failure of Superintendent to possess and maintain such certification shall constitute an act of breach of contract by Superintendent, and shall be grounds for termination of this Agreement.

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

2.4 **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to: (a) the consideration of any action or lack of action on the Superintendent's Employment Contract; (b) discussion of the Superintendent's salary and/or benefits; (c) discussion of the Superintendent's performance, appraisal or evaluation; (d) discussion for purposes of resolving conflicts between individual Board members; or (e) deliberations in those meetings where the Board is acting in its capacity as a tribunal.

2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 **Legal Defense.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this paragraph 7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this Section 2.6. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any proceedings. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The provisions of this Section 2.6 shall survive the termination of this contract.

### III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual base salary in the sum of Two hundred fifteen thousand dollars (\$215,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments.** If teachers' salaries are increased in the annual budget adopted by the Board of Trustees for any year this contract is in effect, the Superintendent's base salary, set forth in Section 3.1 of the Contract, shall be increased by the same percentage as teachers' salaries are increased for that budget year. In addition, at any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Teacher Retirement of Texas Supplement.** The Superintendent will participate in the Texas Retirement System ("TRS") according to applicable laws and regulations governing such participation. The District does hereby supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly contribution to the Texas Retirement System. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable" compensation for purposes of TRS, to the extent permitted by TRS.

3.4 **Expenses.** Subject to any District policies or practices, if any, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this contract. The Superintendent shall receive a monthly stipend of four hundred and fifty dollars (\$450) per month for car/business-related travel. The District agrees to pay the actual and incidental costs incurred by the Superintendent for "out-of-district" travel; such costs may include, but are not limited to, reimbursement of mileage at the standard IRS rate, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The District agrees to pay reasonable local civic club fees and dues to two organizations, and professional membership fees and dues to two state and two national level educational organizations. The Superintendent shall comply with all procedures and documentation in accordance with Board policies. The Superintendent has the discretion to attend professional conferences at the state and national levels that do not interfere with the performance of his duties as Superintendent.

The District shall pay to the Superintendent one hundred ten dollars (\$110) per month for school district use of the Superintendent's own personal cell phone.

The District shall pay to the Superintendent a one-time moving expense of five thousand dollars (\$5,000) on or before June 1, 2018.

3.5 **Vacation/Illness/Holidays.** The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation per year during the term of this Contract as authorized for other professional employees on 12-month contracts. Vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall have the same illness and personal leave days and benefits, and shall observe the same legal holidays, as authorized for other professional employees on 12-month contracts.





3.6 **Consulting Work and Continuing Education.** The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lectures, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District. If the Superintendent receives any compensation for any such consulting work, speaking engagements, writing, lectures and other activities authorized by this Section, he shall take vacation days or personal leave for any such days. Additionally, the Board shall permit a reasonable amount of time for the Superintendent, as determined by the Board and the Superintendent, to attend seminars, courses and meetings for continuing education and professional enhancement.

3.7 **Residency.** The Superintendent agrees to live in the District during his term as Superintendent. It is the understanding of the parties to this Contract that the Superintendent shall move his family to the District as soon as it is reasonably feasible to do so, but no later than December 31, 2018, and that the Superintendent's family shall live in the District during the term of this Contract.

3.8 **Annual Physical.** At the Board's request, 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.

#### IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

#### V. Review of Performance

5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract ("Superintendent's evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

5.2 **Confidentiality.** Unless the Board and the Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.



## VI. Renewal or Nonrenewal of Employment Contract

6.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than the 60<sup>th</sup> day before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District consistent with District policy and state law.

## VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with written Board Policies or District administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development



requirements regarding advanced course work or professional development;

- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan;
- r. Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 **Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45<sup>th</sup> day before the first day of instruction of the following year. The Superintendent may resign, with the consent of the Board, at any other time.

#### **Article VIII. Miscellaneous**

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

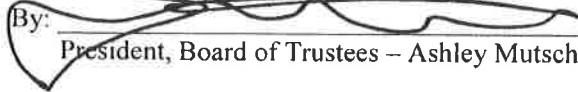
8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.



8.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

BASTROP  
INDEPENDENT SCHOOL DISTRICT

By:   
President, Board of Trustees – Ashley Mutschink

SUPERINTENDENT

By:   
Barry Edwards

Executed this 23<sup>rd</sup> day of May, 2018