

Financial Integrity Rating System of Texas (FIRST)

Current & Prior Year Ratings

Rockdale ISD

Rating Year	2014	2013	2012	2011	2010	2009	2008							
Budgeting														
Was the percent of operating expenditures expended for instruction more than or equal to 65%? (Functions 11, 36, 93, and 95) (phased in over three years: 55% for 2006-07; 60% for 2007-08; and 65% for 2008-09)						3	62.27%	3	60.51%					
Was the percent of operating expenditures expended for instruction more than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, and 95)						3	67.17%	3	65.42%					
12 Was the aggregate of budgeted expenditures and other uses less than the aggregate of budgeted total revenues, other resources and fund balance in General Fund?	5	\$14,132,650 exp & uses/ \$17,548,084 revenues, sources & FB	5	\$13,911,888 exp & uses/ \$13,456,764 revenues, sources & FB	5	\$14,013,382 exp & uses/ \$18,969,813 revenues, sources & FB	5	\$12,834,544 exp & uses/ \$12,926,044 revenues, sources & FB	5	\$13,368,464 exp & uses/ \$17,931,952 revenues, sources & FB	5	\$15,754,817 exp & uses/ \$21,297,290 rev, sources & FB	5	\$14,748,529 exp, uses / \$21,576,278 rev, sources, FB
13 If the district's aggregate fund balance in the General Fund and Capital Projects Fund was less than the zero, were construction projects adequately financed? (were construction projects adequately financed or adjusted by change orders of other legal means to avoid creating or adding to the fund balance deficit situation?)	5	\$ 5,833,173	5	\$ 5,132,635	5	\$ 5,451,717	5	\$ 5,937,945	5	\$ 9,855,981	5	\$ 31,748,795	5	\$ 7,119,725
14 Was 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 the district receives 5 points)	5	\$6,375,427/ \$672,313	5	\$2,154,957/ \$2,046,908	5	\$8,178,541/ \$960,312	5	\$4,312,819 / \$896,238	5	\$6,253,562 / \$345,123	5	\$4,721,368 / \$387,389	5	\$5,669,622 / \$301,394
Personnel														
15 Was the administrative cost ratio less than the threshold ratio? (14.01% for RISD)	5	11.21%	5	10.43%	5	10.19%	5	10.09%	5	10.35%	5	9.11%	5	11.56%
16 Was the ratio of students to teachers within the ranges shown below according to district size? (11.5 - 22 for RISD)	5	14.6927	5	13.9254	5	14.6222	5	14.67	5	14.04	5	14.05	5	13.86
17 Was the ratio of students to total staff within the ranges shown below according to district size? (For RISD, 6.3 - 14 for 2008-2013; 6 - 14 in prior years)	5	6.9703	5	6.6949	5	7.2354	5	7.62	5	7.55	5	7.11	5	7.06
Cash Management														
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 worksheet in the Annual Financial Report?				0	231%	5	85%	5	91%	5	115%			
18 Was the decrease in undesignated unreserved fund balance less than 20% over two fiscal years? Or If 1.5 times optimum fund balance is less than total fund balance in General Fund, then the district receives 5 points. Or	5	-19.20%	5	27.88%	5	12.10%	5	15.1%	5	-6.0%	5	-21.4%	5	8.7%

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If total revenues exceeded operating expenditures in General Fund, then the district receives 5 points.	\$ 2,363,760	5 \$ 689,147	\$ 3,765,547	\$ 1,516,789	\$ 1,412,135	\$ 1,117,444	\$ 1,052,817
19 Was the aggregate total of cash and investments in the General Fund more than \$0.	5 \$ 6,375,427	5 \$ 5,570,917	5 \$ 8,178,541	5 \$ 4,312,819	5 \$ 6,253,562	5 \$ 4,721,368	5 \$ 5,669,622
20 Were investment earnings in all funds (excluding Debt Service Fund and Capital Projects Fund) more than \$20.00 per student?	5 80.922	5 \$ 53	5 \$ 67	5 \$ 59	5 \$ 198	4 \$ 194	4 \$ 223
Total Points for 2011-12 / Total "Yes" in Prior Years	59	63	65	72	77	84	85

Determination of District Rating

A. Substandard if the district answered No to indicators 1, 2, 3, or 4, or if the district answered No to both 5 and 6?

	RATING ABOVE STANDARD ACHIEVEMENT	RATING ABOVE STANDARD ACHIEVEMENT	RATING SUPERIOR	RATING SUPERIOR	RATING SUPERIOR	RATING SUPERIOR	RATING SUPERIOR
B. Ratings	Ratings for 2014	Ratings for 2013	Ratings for 2012	Ratings for 2011	Ratings for 2010	Ratings for 2009	
Superior	64-70 & Yes to 7-20	64-70 & Yes to 7-20	64-70 & Yes to 7-20	64-70 & Yes to 7-20	72-80 & Yes to indicator 75-85 and Yes to indicator 7	64-71 or > = 72 and No to 75-74 or > = 75 and No to 7	
Above Std	58-63	58-63	58-63	58-63	56-63	55 - 64	
Standard	52-57	52-57	52-57	52-57	<56 or No to default indicator	<55 or No to default indicator	
Substandard	<52	<52	<52	<52			

Ratings for prior years:

Find applicable range for the number of indicators answered No
 Superior: 0-2 / Above Standard: 3-4 / Standard: 5-6 / Substandard <6

Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822

General Fund - First-Quarter Expenditures By Object Code

Report 2013-2014 first-quarter (first three months of fiscal year 2012-2013) GENERAL FUND expenditures by object code using whole numbers.

Payroll- Expenditures for payroll costs	object codes 6110-6149	<u>2,172,275</u>
Contract Costs- Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	<u>290,251</u>
Supplies and Materials- Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	<u>164,620</u>
Other Operating- Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt services, and capital outlay	object code series 6400	<u>112,687</u>
Debt Service- Expenditures for debt service	object code series 6500	<u>209,675</u>
Capital Outlay- Expenditures for land, buildings, and equipment	object code series 6600	<u>135,351</u>

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Rating Year	2014	2013	2012	2011	2010	2009	2008
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Additional Financial Solvency Questions

1) Districts with a September 1- August 31 fiscal year:
Within the last two years, did the school district

	Yes	No
1) draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and	_____	_____
2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61	_____	_____

Districts with a July 1- June 30 fiscal year:
Within the last two years, did the school district

1) draw funds from a short-term financing note (term less than 12 months) between the months of July and October, inclusive, and	_____	X
2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61	_____	X

2) Does the district have major construction projects underway or planned?

_____ X

3) Has the district defaulted on any debts within the past two years?

_____ X

4) How many business managers has your school district had in the last five years?

_____ 2

5) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, or any significant discrepancies between actual budget figures and projected revenues and expenditures, or any other information that may be helpful in evaluating the school district's financial solvency.

Mean Enroll-to-Teacher Ratio	85% of Mean Enroll-to-Teacher Ratio	School District Size
8.68	7.38	Under 100
9.95	8.45	100 to 249
11.12	9.45	250 to 499
12.09	10.27	500 to 999
13.29	11.30	1,000 to 1,599
14.32	12.17	1,600 to 2,999
14.98	12.74	3,000 to 4,999
15.81	13.44	5,000 to 9,999
15.89	13.51	10,000 to 24,999
15.88	13.50	25,000 to 49,999
16.08	13.67	50,000 and Over

Student to staff ratio within norm. However, possible rapid depletion of General Fund balances due to large deficit budget adopted for 2013-2014. Personnel numbers had been increased due to expectation of additional funding from state. However, Comptroller T2 values based on prior year taxable value numbers, although low enough to eliminate recapture payments, were not low enough to offer protection from reduction in state funding. 2014-2015 state template with preliminary T2 numbers indicates an increase in state funding of over \$1,000,000. Planned personnel cuts for 2014-2015 also lowers budget deficit to halt the rapid depletion of the General Fund "Fund" Balance.

Financial Integrity Rating System of Texas (FIRST)

Disclosures

Rockdale ISD

Reimbursements Received by the Superintendent and Board Members For the Twelve-Month Period June 30, 2013

Description of Reimbursements	Superintendent		Board of Trustees					
	Howell Wright	Kent			Michelle			Troy Zinn
		Bowermon	Wenda Dyer	Lee Jenkins	Lehmkuhl	Lin Perry	Mike Pruett	
Meals	\$ 278	\$ 56	\$ 56	\$ 43	\$ 43	\$ 183	\$ 43	\$ 56
Lodging	1,402	1,266	849	1,270	1,052	1,052	1,266	1,266
Transportation	5,071	476	312	222	324	373	206	386
Motor Fuel	-	-	-	-	-	-	-	-
Other	2,640	-	-	-	-	-	-	-
Total	\$ 9,390	\$ 1,798	\$ 1,218	\$ 1,535	\$ 1,419	\$ 1,609	\$ 1,515	\$ 1,708

All "reimbursements" includes 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 June 30, 2013

Name(s) of Entity(ies)	Amount Received
None	\$ -
Total	\$ -

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business. Amounts reported, if any, are gross revenues (no business expenses are deducted).

Continued

FIRST REPORT

2014

Dr. Howell Wright's contract is included in this report due to the time period covered by the report (July 1, 2012 through June 30, 2013). Mr. Don Denbow did not begin serving as Interim Superintendent until August 2013.

ROCKDALE INDEPENDENT SCHOOL DISTRICT

MINUTES OF THE REGULAR SCHOOL BOARD MEETING ON MARCH 31, 2011

The Rockdale Independent School District Board of Trustees met in regular session at 5:30 p.m. on March 31, 2011, in the conference room of the administration building. Board members present were President Lee Jenkins, Vice-President Michelle Lehmkuhl, Secretary Mike Pruett, Members Wenda Dyer and Barbara Grayson; Lisa Gerthe and Wayne Fisher were absent. Others present were Dr. Howell Wright, Chief Financial Officer Marla Wallace, Assistant Superintendent Pam Kaufmann, Principals April Eschberger, Robin Faulkner and Joey Geletka, Kurt Streck, Kathie Bowermon, Lynette Guerra, Kathy Pelzel, Rebecca King, students, Matt Bailey of Property Casualty Alliance of Texas, Jay Davis of KRXT Radio, and Donna Melcher.

After the meeting was called to order by President Lee Jenkins, motion by Michelle Lehmkuhl, second by Barbara Grayson for approval of the minutes of the special board meeting (AEIS Public Hearing) at 5:15 p.m. on February 21, 2011, and minutes of the regular meeting held immediately following the public hearing on February 21, 2011. Motion carried unanimously (5-0).

High school students were recognized for their accomplishments in drill team.

Mrs. Kaufmann reported on the School Health Advisory Committee (SHAC) and its membership, goals and legislative requirements.

Mrs. Faulkner presented information on a proposed full-day pre-kindergarten program, citing student benefits such as skill development, bonding with peers and staff, verbal social skills and maturity progress. She also stated that full-day attendance would result in more staffing possibilities, smoother transition to kindergarten and a reduction in the number of school buses needed.

A report on the District Facility Safety and Security Audit was given by Kurt Streck, who stated that the bus barn and maintenance was also audited and the district's facilities were in good shape except for the stands at the football field. Each campus received a copy of the audit.

Dr. Wright gave an update on school finance, stating that he had visited with Representative Charles Schwertner, M.D. and Senator Steve Ogden regarding the House Budget Bill. He read a letter that was sent to Rep. Schwertner, asking him to vote "No" on the House Budget Bill. Dr. Wright noted that the Senate is trying to protect public education.

Motion by Michelle Lehmkuhl, second by Wenda Dyer for approval of resolutions honoring the following: **HIGH SCHOOL** (1) The Rockdale High School Golden Girls Dance Team and Officers competed at HTE Dance Championship and won Sweepstakes for receiving Division I ratings on all four team routines. Also, the officers earned a Sweepstakes trophy for receiving Division I ratings on all three officer routines, (2) The Rockdale High School Golden Girls Dance Team Officers competed at Showmaker's of America Dance Championship and earned a Sweepstakes trophy for receiving a Division I rating on all three officer routines, were awarded the top Judges Award for scoring 90 and above on all three routines and were awarded Best in Showmanship for their Modern routine, and (3) The Rockdale High School Golden Girls Dance Team competed at Showmaker's of America Dance Championship and swept up record awards earning a Sweepstakes, and the high honor of Judges Award for receiving high scores on all routines. The team also won the Choreography Award for their team novelty and contemporary routines, and won the Showmanship Special Award on all four team dances. The team also won Best in Small Team State Champ First Runner-Up. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Wenda Dyer for approval of the appointment of Michelle Lehmkuhl, Wenda Dyer and Barbara Grayson to the Board Budget Committee and Mike Pruett, Wayne Fisher, and Lisa Gerthe to the Board Facilities Committee. Motion carried unanimously (5-0).

Motion by Barbara Grayson, second by Mike Pruett for approval of the Burleson-Milam Special Services Co-Operative Shared Services Agreement, as presented. Motion carried unanimously (5-0).

Motion by Mike Pruett, second by Barbara Grayson for approval of the Textbook Certification Form, 2011, as presented. Motion carried unanimously (5-0).

Motion by Wenda Dyer, second by Michelle Lehmkuhl, for adoption of the revised School Board Policy EIF (Local): ACADEMIC ACHIEVEMENT – Graduation (that changes high school from an 8-period day to a 7-period day and lowers the number of required credits for graduation). Motion carried unanimously (5-0).

Motion by Barbara Grayson, second by Wenda Dyer for approval of the 2011-2012 Rockdale High School Academic Standards Guide (course offerings). It changes high school from an 8-period day to a 7-period day, and the junior high will offer additional classes for high school credit. Motion carried unanimously (5-0).

Motion by Barbara Grayson, second by Mike Pruett for approval of the Emergency Operations Plan Annex, as required by the Department of Homeland Security. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson for approval of the following budget amendments totaling \$1,337.00: (1) Move funds within junior high budget from function to function, with no change to overall budget. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Wenda Dyer for approval of the proposed completion of the Energy Management System at Rockdale High School at an approximate cost of \$34,000.00. Motion carried unanimously (5-0).

Motion by Mike Pruett, second by Michelle Lehmkuhl for acceptance of the financial reports for February 2011. Motion carried unanimously (5-0).

The Board went into closed session at 6:53 p.m. and returned to open session at 8:25 p.m.

Dr. Wright apprised the Board that he has accepted the resignations of Molly Graham, Jo Rek and Crystal Lang, effective at the end of 2010-11 school year, and the resignation of Laysha Vargas effective on June 3, 2011.

Motion by Michelle Lehmkuhl, second by Mike Pruett for approval of Texas Association of School Boards as the district's property, liability, auto, crime and miscellaneous insurance carrier at an annual premium of \$67,110.00 that is lowered by conference and members' renewal credit of \$3,870.00, resulting in a total premium of \$63,240.00. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Wenda Dyer to employ professional staff, on the five lists, under one-year term contracts for the 2011-2012 school year, and further authorize the Board President to execute employment contracts to the employees accepting this offer. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson to employ professional staff, on the four lists, under one-year probationary contracts for the 2011-2012 school year, and further authorize the Board President to execute employment contracts to the employees accepting this offer. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson to employ personnel, on the two lists, under two-year non-Chapter 21 professional contracts for the 2011-2012 and 2012-2013 school years, and further authorize the Board president to execute employment contracts to the employees accepting this offer. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson that in the Board's judgment, the best interests of the District will be served by terminating the probationary contract employment of Cayce Stevenson at the end of her current contract period, and further move that the Board authorize the superintendent on its behalf to provide the employee with timely written notice of the Board's action. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Mike Pruett to employ Burleson-Milam Special Services Co-operative professional staff, on the list, including one-year probationary contracts and one-year term contracts, for the 2011-2012 school year, and further authorize the Board president to execute employment contracts to the employees accepting this offer. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson to employ Kathy Pelzel as Rockdale Intermediate School Principal on a one-year probationary contract for the 2011-2012 school year and further authorize the Board president to execute an employment contract to the employee accepting this offer. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson to extend the superintendent's employment contract one year to June 30, 2013. Motion carried unanimously (5-0).

Motion by Michelle Lehmkuhl, second by Barbara Grayson to adjourn. Motion carried unanimously (5-0).

Meeting adjourned (8:31 p.m.).

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of the ROCKDALE INDEPENDENT SCHOOL DISTRICT (the "District") and HOWELL WRIGHT (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2009 and ending June 30, 2012.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
 - 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care,

skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation and Benefits.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary.** The District shall pay the Superintendent an annual salary of One Hundred Five Thousand and No/100 Dollars (\$105,000), paid in equal monthly installments consistent with District policy. In its discretion, the Board may give the Superintendent a pay raise, but such salary increase shall only be effective prospectively beginning on the July 1 contract year term following such Board action. Such pay raises, if any, shall be in the form of a written addendum to this term contract or a new contract shall be issued, at the Board's discretion.

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

5.2(a) **Automobile Expense.** The Superintendent shall be compensated for out-of-district travel per District policy. Travel expenses may be reviewed by the Board, and the Board may limit or require pre-approval for out-of-district travel. The Superintendent shall not be compensated for in-district travel.

5.2(b) **Cell Phone / Laptop.** The District shall provide the Superintendent with a District-owned notebook "laptop" computer and cell phone, which shall remain the property of the District and returned at time, if any, of the Superintendent's separation from employment with the District. Although provided primarily for business use, the Board recognizes that these tools may be used by the Superintendent for limited personal use as a benefit under this term contract.

5.2(c) **Health Insurance.** The District shall make the same contribution to the Superintendent's health and medical insurance premium as is made for all District employees.

5.2(d) **Vacations, Holidays, Leave Benefits.** The Superintendent shall observe the same holidays and breaks as provided by the Board adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy. Subject to the Board's approval of the scheduling, the Superintendent may take the same number of days, individually or consecutively, of vacation annually as other twelve-month employees, individually or consecutively. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.

5.2(e) **Civic Activities.** The Superintendent is expected to participate in community and local civic affairs. The District shall, subject to prior approval, pay the cost

of the Superintendent's cost of membership in community and civic activities, including local chamber of commerce and civic clubs.

5.2(f) **Professional Dues.** The District shall pay the Superintendent's cost of membership in his professional organization, the Texas Association of School Administrators.

5.2(g) **Relocation/Moving Expenses.** The Superintendent shall obtain three written quotes for expenses related to relocating the Superintendent's family and personal possessions to the District. The District shall pay the actual moving expenses up to \$5,000 in accordance with the lowest quote. The Superintendent shall document all expenses with receipts, canceled checks, or credit card statements.

6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code chapter 21.

8. **General Provisions.**

8.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").

8.2 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.

8.4 **Applicable Law and Venue.** Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

8.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

9. **Notices.**

9.1 **To Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees

that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 9.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: 

Date signed: 1-7-2009

Rockdale Independent School District

By: 
President, Board of Trustees

Date signed: 1-7-2009