

Birdville Independent School District

2013 Schools FIRST Rating

Public Hearing

October 24, 2013– 7:00 p.m.

What is FIRST?

- Financial Integrity Rating System of Texas
- Created by Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999 to measure the performance of school districts' financial resources
- Rating system includes 20 indicators
- Rating calculations are based on data from the 2011-2012 fiscal year

Determination of Rating

- Ratings are determined by the number of points earned on the 20 indicators:
 - Superior Achievement
 - 64-70 points
 - Above Standard Achievement
 - 58-63 points
 - Standard Achievement
 - 52-57 points
 - Substandard Achievement
 - < 52 points or “NO” answer on one default indicator

Objectives

- Assess the quality of financial management in Texas public schools.
- Measure and report the extent to which financial resources are allocated for direct instructional purposes.
- Fairly evaluate the quality of financial management decisions.
- Openly report results to the general public.

Birdville ISD

Superior Achievement

- BISD received a score of 70.
- BISD has received a Superior Rating since the inception of the rating system 12 years ago.

Indicators

1. Was the total fund balance less non-spendable and restricted fund balance greater than zero in the general fund?
YES – 2011-2012 \$57,009,087
(2010-2011 \$49,097,824)
2. Was the total unrestricted net asset balance (net of accretion of interest on capital appreciation bonds) in the governmental activities column in the statement of net assets greater than zero?
YES – 2011-2012 \$71,629,298 (2010-2011 \$63,379,312)

Indicators (continued)

3. Were there no disclosures in the annual financial report and/or other sources of information concerning default on bonded indebtedness obligations?

YES – The district has not defaulted on bonded indebtedness. (2010-2011 Yes)

4. Was the annual financial report filed within one month after the November 27th deadline?

YES – The 2011-2012 annual financial report was filed with TEA on November 16, 2012. (2010-2011 Yes)

Indicators (continued)

5. Was there an unqualified opinion in the annual financial report?

YES – The district received an unqualified opinion on the 2011-2012 annual financial report. This is the highest rating a district can receive. (2010-2011 Yes)

6. Did the annual financial report not disclose any instances of material weakness in internal controls?

YES – The District's 2011-2012 annual financial report did not disclose an instance of material weakness in internal controls. (2010-2011 Yes)

Indicators (continued)

7. Was the three-year average percent of total tax collections (including delinquent) greater than 98 percent?

YES – The District’s three-year average percent of total tax collections (including delinquents) was 99.6 percent. (2010-2011 Yes at 100.04 percent)

8. Did the comparison of PEIMS data to like information in the annual financial report result in an aggregate variance of less than 3 percent of expenditures per fund type?

YES – The district had zero aggregate variance in PEIMS data versus the annual financial report. (2010-2011 Yes at zero variance)

Indicators (continued)

9. Were debt related expenditures (net of IFA and/or EDA allotment) less than \$350 per student?

YES – The district was exempted from this indicator since the five-year percent change in students of 7.37 percent exceeded the threshold of 7 percent. (2010-2011 Yes)

10. Was there no disclosure in the annual audit report of material noncompliance?

YES – There was no disclosure in the 2011-2012 annual audit report of material noncompliance . (2010-2011 Yes)

Indicators (continued)

11. Did the district have full accreditation status in relation to financial management practices?

YES – The district had full accreditation status in relation to financial management practices. (2010-2011 Yes)

12. Was the aggregate of budgeted expenditures and other uses less than the aggregate of total revenues, other resources and fund balance in the general fund?

YES – For 2011-2012, the aggregate of budgeted expenditures and other uses was less the aggregate of total revenues, other resources and fund balance. (2010-2011 Yes)

Indicators (continued)

13. If the district's aggregate fund balance in the general fund and capital projects fund was less than zero, were construction projects adequately financed?

YES – The district's 2011-2012 aggregate fund balance in the general fund and capital projects fund was greater than zero. (2010-2011 Yes)

14. Was the ratio of cash and investments to deferred revenues in the general fund greater than or equal to 1:1?

YES – The ratio of cash and investments to deferred revenues in the general fund for 2011-2012 was greater than 1:1. (2010-2011 Yes)

Indicators (continued)

15. Was the administrative cost ratio less than the threshold ratio?

YES – The administrative cost ratio for 2011-2012 was 5.97 percent. The maximum percentage for districts with ADA of 10,000 and above was 11.05 percent.
(2010-2011 Yes at 5.95 percent)

16. Was the ratio of students to teachers within the range according to district size?

YES – The ratio of students to teachers for 2011-2012 was 15.85. The range was 13 to 22.
(2010-2011 Yes at 15.77)

Indicators (continued)

17. Was the ratio of students to total staff within the range according to district size?

YES – The ratio of students to total staff for 2011-2012 was 8.24. The range was 7 to 14.
(2010-2011 Yes at 8.12)

18. Was the decrease in undesignated, unreserved fund balance less than 20 percent over two fiscal years?

YES – The decrease in undesignated, unreserved fund balance was less than 20 percent over two fiscal years. (2010-2011 Yes)

Indicators (continued)

19. Was the aggregate total of cash and investments in the general fund more than zero?

YES – Cash and Investments at the end of 2011-2012 were \$44,775,974. (2010-2011 Yes at \$43,805,346)

20. Did investment earnings in all funds (excluding debt service fund and capital projects fund) meet or exceed the 3 month treasury bill rate?

Yes – The investment earnings' rate was .7369 percent which exceeded the 3 month treasury rate of .059 percent. (2010-2011 Yes at .6505)

Six Additional Disclosures

1. Superintendent's Employment Contract in place during the public hearing
2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2012
3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services for Fiscal Year 2012
4. Gifts Received by the Executive Officer and Board Members (and First Degree Relatives, if any) in Fiscal Year 2012
5. Business Transactions Between School District and Board Members for Fiscal Year 2012
6. Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC Section 39.0822

Disclosure No. 1

Superintendent's Employment Contract

The superintendent's current contract is included at the back of this report.

Disclosure No. 2

Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2012 (including amounts paid on-behalf of the Superintendent and Board members)

All reimbursements received by the Superintendent and the Board Members for the period ending June 30, 2012 are listed by category on the following worksheet.

Disclosure No. 2 (continued)

For the Period Ending June 30, 2012	Darrell Brown	Brad Greene	Cary Hancock	Jack McCarty	Joe Tolbert	Dolores Webb	Richard Davis	Ralph Kunkel
Description of Reimbursements	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Meals	\$379	\$493	\$387	\$46	\$489	\$447	\$585	\$606
Lodging	1,601	1,045	1,252	425	1,027	1,245	819	1,399
Transportation	1,146	757	784	228	758	847	567	1,007
Motor Fuel	0	0	0	0	0	0	0	0
Other	1,211	942	755	200	828	902	870	834
Total	\$4,337	\$3,237	\$3,178	\$899	\$3,102	\$3,441	\$2,841	\$3,846

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2012, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

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

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

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

Disclosure No. 3

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services for Fiscal Year 2012

No outside compensation and/or fees for professional consulting and/or other personal services were received by the Superintendent during fiscal year 2012.

Disclosure No. 4

Gifts Received by the Executive Officer and Board Members (and First Degree Relatives, if any) in Fiscal Year 2012 (gifts with an economic value of \$250 or more in the aggregate)

No gifts with an economic value of \$250 or more in the aggregate were received by any executive officer or board member (or first degree relatives) during fiscal year 2012.

Disclosure No. 5

Business Transactions Between School District and Board Members for Fiscal Year 2012

Board Member	Richard Davis
Vendor Name	Lift Aids, Inc.
Fiscal Year 2012 Business Transactions with District	\$4,360

Disclosure No. 6

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

General Fund 2012-2013 First Quarter Expenditures by Object Code

Object Codes			
Payroll-	Expenditures for payroll costs	object codes 6110-6149	\$34,051,257
Contract Costs-	Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	1,360,886
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	1,584,437
Other Operating-	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	578,192
Debt Service-	Expenditures for debt service	object code series 6500	65,515
Capital Outlay-	Expenditures for land, buildings, and equipment	object code series 6600	293,929
		Total	\$37,934,216

Disclosure No. 6 (continued)

Additional Financial Solvency Questions

1. Within the last two years, did the school district:

- Draw funds from a short-term financing note (less than 12 months) between the months of July and October, inclusive, and

No

- 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?

No

Disclosure No. 6 (continued)

Additional Financial Solvency Questions

2. Has the school district declared financial exigency within the past two years?

No

Disclosure No. 6 (continued)

Additional Financial Solvency Questions

3. 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.

Disclosure No. 6 (continued)

Additional Financial Solvency Questions

Question 3-continued

Mean Enrollment-to-Teacher Ratio	85% of Mean Enroll-to-Teacher Ratio	School District Size	Actual Enroll-to-Teacher Ratio
15.12	12.86	10,000-24,999	15.85

Birdville ISD falls within the acceptable range for enrollment-to-teacher ratios for the 2011-2012 fiscal year. For the last few years, the Birdville ISD's general fund balance has been growing. These increases have occurred despite the revenue reductions passed by the State Legislature in May 2011. As of September 2013, revenues, expenditures, and fund balance were on target relative to the District's financial plan.

Disclosure No. 6 (continued)

Additional Financial Solvency Questions

4. How many superintendents has your school district had in the last five years? 2
5. How many business managers has your school district had in the last five years? 2

BIRDVILLE INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

Dr. Darrell Brown

July 25, 2013--June 30, 2016

This agreement is made and entered into by and between the Board of Trustees (the "Board") of the Birdville Independent School District (the "District") and Dr. Darrell Brown (the "Superintendent") (this "Contract").

W I T N E S S E T H:

For and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 of the Texas Education Code (the "Code"), the Board and the Superintendent agree as follows:

I. TERM

- 1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, on a twelve-month (226 days a year) basis for each school year, and the Superintendent does hereby accept employment as superintendent of schools for the District. This Contract was approved by the Board at its regular meeting on July 25, 2013. This Contract shall begin July 25, 2013 and end on June 30, 2016. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by law. Each contract year shall consist of 226 days beginning July 1st and ending June 30th of each respective year.
- 1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the Contract term.

II. REPRESENTATIONS

- 2.1 Beginning of Contract. The Superintendent represents that he has disclosed to the Board in writing any arrest, indictment, no contest or guilty plea or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, in its sole discretion, is a condition precedent to this Contract.
- 2.2 During Contract. The Superintendent also agrees that, during the term of this Contract, he 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.

- 2.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required record or in the employment application may be grounds for termination or nonrenewal as applicable.

III. EMPLOYMENT

- 3.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description contained in the policy manual and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of schools for the district with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. In accordance with Board policy, the Superintendent shall have the authority to accept the resignation of the staff of the District except the Superintendent's resignation, which must be accepted by the Board.
- 3.2 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 Texas Education Agency and all other certificates required by law. If the Superintendent's certification expires, is cancelled, or revoked, this Contract is void.
- 3.3 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 efforts.

- 3.4 Medical Examination. 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 he is physically and mentally able to perform his duties. This statement shall be filed with the president of the Board, and shall be maintained confidential (unless the Texas Public Information Act requires otherwise).
- 3.5 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 3.6 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

IV. COMPENSATION

- 4.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for a twelve month contract. The Superintendent's annual base salary for the first of the three year term shall be \$235,000.00.
- 4.2 Salary Adjustments. 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 paid to the Superintendent for the previous twelve (12) months prior to any such adjustment in salary, except by the mutual agreement of the parties hereto. Such adjustments, if any, shall be in

the form of a written addendum to this Contract or a new contract.

- 4.3 Out of Region 11 Travel Expenses. For travel outside of Region 11, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this Contract. For travel outside of Region 11, the 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 car, and other expenses incurred in the performance of his duties as superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The District shall reimburse the Superintendent in accordance with District policy for out of Region 11 travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.
- 4.4 In Region 11 Travel Expenses. The District shall pay the Superintendent a transportation allowance in the sum of \$800.00 per month. Such allowance is intended to compensate Superintendent for expenses to travel to all destinations in Region 11 related to the continuing performance of Superintendent's duties pursuant to this Agreement.
- 4.5 Insurance. The Superintendent, if eligible and insurable, shall be provided with individual health, hospitalization, dental and vision insurance coverage for himself and his immediate family. If available, and the Superintendent is otherwise eligible for the plan, the District will provide TRS Active Care Level III health insurance.
- 4.6 Vacation. The Superintendent shall be entitled to two (2) weeks of vacation to be used within the Superintendent's discretion as long as such use does not interfere with the carrying out of his duties and obligations as superintendent of the District. No unused vacation time may be carried over to succeeding years.
- 4.7 Communication Allowance. The District shall pay the Superintendent a communication allowance of \$200.00 per month. This allowance is intended to compensate Superintendent for expenses related to cell phone and internet expenses related to the continuing performance of Superintendent's duties pursuant to this Agreement.
- 4.8 Professional Growth. The Superintendent shall devote his 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 active attendance and participation in appropriate professional meetings at the

local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

- 4.9 Community and Civil Participation. The Superintendent is encouraged to participate in community and civic affairs, including a service club of the Superintendent's choice, in addition to his membership in the Northeast Tarrant County Chamber of Commerce. The expense of such activities, subject to Board approval, shall be borne by the District.
- 4.10 Computer & Cellular Telephone. The District shall provide a laptop computer or other agreed upon computing device for use by the Superintendent. The Superintendent may also be permitted personal use of the computer furnished to him by the District. The Superintendent shall be required to maintain a cellular telephone and keep it accessible by Board members and high level administrators at all reasonable times.
- 4.11 Consulting Work. The Superintendent shall not perform any consulting work for compensation without the approval of the Board as set forth herein. Before seeking the Board's approval the Superintendent shall submit a written request to the Board setting forth the scope of the consulting work, how much time the Superintendent anticipates will be involved in the consulting work, the amount of any compensation he will receive, and whether the entity hiring him to do consulting work currently does any business with the District and whether the entity anticipates doing any business with the District. If the written request is approved by the Board, the President of the Board will sign the request indicating the Board's approval. The consulting arrangement may not exceed the scope of the request without a similar written request and the Board's approval. Other than approved consulting compensation, the Superintendent shall have no other income from his personal services.

- 4.12 Retirement Benefits. The District shall pay one hundred percent (100%) of all of Superintendent's retirement contributions required to be made by the District on behalf of Superintendent into the Texas Teacher Retirement System (TRS), and fifty percent (50%) of the portion required to be paid by Superintendent.

V. ANNUAL PERFORMANCE GOALS

- 5.1 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.

VI. REVIEW OF PERFORMANCE

- 6.1 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. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 6.2 Confidentiality. 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.
- 6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure are to be modified, such modification must be adopted at least nine (9) months, or such period of time that the Superintendent and the Board agree to, prior to its implementation.

VII. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 7.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

- 8.1 Mutual Agreement. This Contract may 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. After the Superintendent has signed this Contract, and subject to applicable law, the Superintendent will not be released from this Contract without the written consent of the Board.

8.2 Retirement or Death. This Contract shall terminate upon the retirement or death of the Superintendent.

8.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause pursuant to Chapter 21 of the Texas Education Code. 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 incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board Directives;
- (d) Failure to comply with the Board's policies or the District's 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 impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is defined as conduct the Board determines is 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 the 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 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 Permit;
- (r) Failure to give notice to the Board of any criminal history records described in Subchapter C of Chapter 22 of the Texas Education Code; or
- (s) Any other reason constituting "good cause" under Texas law.

8.4 Termination Procedure. In the event that the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

IX. MISCELLANEOUS

- 9.1 Residence Requirement. The Superintendent shall reside within the boundaries of the District.
- 9.2 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Tarrant County, Texas.
- 9.3 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.
- 9.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this 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.
- 9.5 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 shall constitute the entire agreement between the parties unless amended pursuant to the terms of this Contract.

EXECUTED this 25th day of July, 2013.

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

By: Brad Greene
Brad Greene, President,
Board of Trustees

Darrell Brown
Dr. Darrell Brown, Superintendent