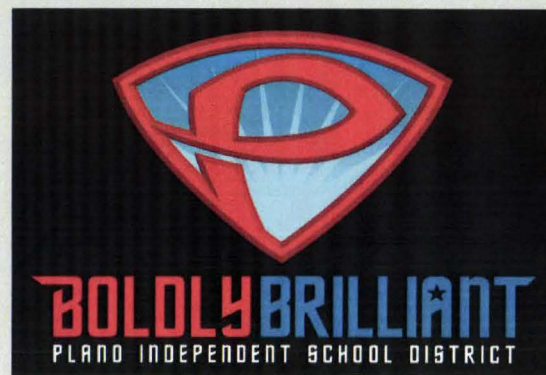


**FIRST**

**Public Hearing November 6, 2012**

**Financial Integrity  
Rating System of Texas**





YEAR **2010-2011** ▼ **Select An Option** ▼ **Help** **Home** **Log Out**



**Financial Integrity Rating System of Texas**

**2010-2011 DISTRICT STATUS DETAIL**

<b>Name: PLANO ISD(043910)</b>	<b>Publication Level 1:</b> 6/28/2012 12:33:14 PM
<b>Status: Passed</b>	<b>Publication Level 2:</b> 9/20/2012 3:18:39 PM
<b>Rating:</b> Superior Achievement	<b>Last Updated:</b> 9/20/2012 3:18:39 PM
<b>District Score:</b> 70	<b>Passing Score:</b> 52

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	6/15/2012 2:59:19 PM	Yes
2	<u>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? (If the District's 5 Year % Change in Students was 10% more)</u>	6/15/2012 2:59:20 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	6/15/2012 2:59:20 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	6/15/2012 2:59:20 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/15/2012 2:59:21 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any</u>	6/15/2012	Yes

	<u>Instance(s) Of Material Weaknesses In Internal Controls?</u>	2:59:21 PM	
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	6/15/2012 2:59:21 PM	5
8	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	6/15/2012 2:59:22 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 7%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$200,000 Per Student)</u>	6/15/2012 2:59:23 PM	5
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/15/2012 2:59:23 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	6/15/2012 2:59:23 PM	5
12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	6/15/2012 2:59:24 PM	5
13	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	6/15/2012 2:59:24 PM	5
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	6/15/2012 2:59:24 PM	5



15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	6/15/2012 2:59:25 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:59:25 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:59:26 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If Total Revenues &gt; Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	6/15/2012 2:59:26 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/15/2012 2:59:27 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	6/15/2012 2:59:27 PM	5
			70 Weighted Sum
			1 Multiplier Sum
			70 Score

**DETERMINATION OF RATING**

<b>A.</b>	Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? <b>OR</b> Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is <b>Substandard Achievement.</b>
<b>B.</b>	Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)
	<b>Superior Achievement</b> 64-70
	<b>Above Standard Achievement</b> 58-63

<b>Standard Achievement</b>	52-57
<b>Substandard Achievement</b>	<52

**INDICATOR 17 & 18 RATIOS**

<b>Indicator 17</b>	<b>Ranges for Ratios</b>		<b>Indicator 18</b>	<b>Ranges for Ratios</b>	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

**OPTIONS**

Suspension Reason.

Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to [schoolaudits@tea.state.tx.us](mailto:schoolaudits@tea.state.tx.us)

**THE TEXAS EDUCATION AGENCY**

1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

# School FIRST Annual Financial Management Report

## Plano Independent School District

### 2010-11

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Effective 2/3/11. 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 will be part of information packet for the public.

#### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
Ended June 30, 2011

Description of Reimbursements	Dr. Doug Otto	Tammy Richards	Nancy Humphrey	Marilyn Hinton	Missy Bender	Carolyn Moebius	Michael Friedman	David Stolle	Skip Jenkins	Brad Shanklin
Meals	1,252.29	39.03	210.21	257.55	768.11	22.00	\$ -	\$ -	192.61	8.00
Lodging	1,614.01	873.80	2,175.62	1,405.79	2,596.02	1,186.19	-	-	1,396.61	-
Transportation	4,250.22	657.60	1,230.86	908.03	2,148.30	269.40	-	-	839.54	-
Motor Fuel	1,153.02	-	-	-	-	-	-	-	-	-
Other	5,890.67	1,130.18	1,606.22	1,128.75	1,452.60	961.22	385.00	385.00	1,063.75	93.75
<b>Total</b>	<b>\$ 14,160.21</b>	<b>\$ 2,700.61</b>	<b>\$ 5,222.91</b>	<b>\$ 3,700.12</b>	<b>\$ 6,965.03</b>	<b>\$ 2,438.81</b>	<b>\$ 385.00</b>	<b>\$ 385.00</b>	<b>\$ 3,492.51</b>	<b>\$ 101.75</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, 2011

<u>Name(s) of Entity(ies)</u>	<u>Amount Received</u>
George Bush Foundation	\$ 12,000.00
Total	<u>\$12,000.00</u>

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, 2011

	<u>Dr. Doug Otto</u>	<u>Tammy Richards</u>	<u>Nancy Humphrey</u>	<u>Marilyn Hinton</u>	<u>Missy Bender</u>	<u>Carolyn Moebius</u>	<u>Michael Friedman</u>	<u>David Stolle</u>	<u>Skip Jenkins</u>	<u>Brad Shanklin</u>
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, 2011

	<u>Tammy Richards</u>	<u>Nancy Humphrey</u>	<u>Marilyn Hinton</u>	<u>Missy Bender</u>	<u>Carolyn Moebius</u>	<u>Michael Friedman</u>	<u>David Stolle</u>	<u>Skip Jenkins</u>	<u>Brad Shanklin</u>
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.

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

General Fund - First-Quarter Expenditures By Object Code

Report 2011-2012 first-quarter (first three months of fiscal year 2011-2012) GENERAL FUND expenditures by object code using whole numbers.

<b>Payroll-</b> Expenditures for payroll costs	object codes 6110-6149	\$ 60,577,787
<b>Contract Costs-</b> Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	\$ 13,448,675
<b>Supplies and Materials-</b> Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	\$ 2,976,308
<b>Other Operating-</b> Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	\$ 2,626,392
<b>Debt Service-</b> Expenditures for debt service	object code series 6500	\$ -
<b>Capital Outlay-</b> Expenditures for land, buildings, and equipment	object code series 6600	\$ 55,388

Additional Financial Solvency Questions

1) Districts with a September 1- August 31 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 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?

Yes	No
_____	_____
_____	_____

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
- 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
_____	_____ X

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

_____ X	_____
---------	-------

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.

<u>Mean Enroll-to-Teacher Ratio</u>	<u>85% of Mean Enroll-to-Teacher Ratio</u>	<u>School District Size</u>
8.30	7.05	Under 100
9.54	8.11	100 to 249
10.80	9.18	250 to 499



11.54	9.81	500 to 999
12.65	10.75	1,000 to 1,599
13.65	11.60	1,600 to 2,999
14.43	12.26	3,000 to 4,999
14.97	12.73	5,000 to 9,999
15.12	12.86	10,000 to 24,999
15.27	12.98	25,000 to 49,999
15.44	13.12	50,000 and Over

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4) How many superintendents has your school district had in the last five years? 1

5) How many business managers has your school district had in the last five years? 1

# PLANO INDEPENDENT SCHOOL DISTRICT

## CONTRACT OF EMPLOYMENT

This Contract of Employment ("Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the PLANO INDEPENDENT SCHOOL DISTRICT (the "District") and RICHARD MATKIN (the "Superintendent").

Pursuant to the authority of §11.201, et se g. of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent hereby agree as follows:

### I.

#### TERM

1.1 Term. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent accepts such employment, for a term commencing on June 5, 2012 and ending on June 30, 2015, or terminated earlier as herein provided. At any time during the term of this Agreement or any extension thereof, the District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board. In the event that the Agreement is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the parties agree to different compensation and benefits in the form of a written addendum or new contract, signed by the parties.

1.2 Tenure. The parties agree that the District and the Board have not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the term of this Agreement.

### II.

#### EMPLOYMENT

2.1 Duties. The Superintendent is the chief administrator and executive officer of the District and shall administer the District in accordance with the Board's Policies. As such, the Superintendent shall assign the administrative and supervisory staff in the manner that, in his judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board. The Superintendent shall comply with all Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted. 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. Except as provided in this Agreement, the Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner.

2.2 Professional Certification and Records and/or Waiver. This Agreement shall be conditioned upon the Board obtaining a waiver from the Texas Commissioner of Education of the requirement that the Board employ a person with a valid and appropriate professional certificate to act as a superintendent of schools in the State of Texas. The parties shall make reasonable efforts to obtain and maintain such a waiver, including complying with any conditions or requirements established by the Commissioner. Failure to maintain a valid waiver during the term of this Agreement or any extension thereof shall render this Agreement void. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.4 Complaints. The Board will refer criticisms and complaints called to its attention to the Superintendent. The Superintendent shall investigate, or cause to be investigated, any such criticisms and complaints referred to him by the Board, and shall appropriately report the results of any such investigation to the Board.

### III.

## COMPENSATION

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary of Two Hundred Seventy-Seven Thousand Dollars and No cents (\$277,000.00) effective June 5, 2012, payable in equal installments consistent with Board Policies.

3.2 Salary Adjustments. At any time during the term of this Agreement or any extension thereof, the Board may, in its discretion and consistent with applicable law, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than set forth above, except by mutual written agreement of the parties. Any adjustments in salary shall be in writing and signed by the parties.

### IV.

## BENEFITS

4.1 Travel Expenses. The Superintendent shall be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred in providing services to the District from funds budgeted for that purpose by the Board. Annually, the Superintendent's travel and



business expenses shall be subject to review by the District's independent auditors.

4.2 Automobile Expenses. The Board shall provide the Superintendent with an automobile allowance in the sum of One-Thousand Dollars (\$1,000.00) per month. The automobile allowance is intended to cover the Superintendent's cost of acquiring, maintaining and insuring his automobile, and also to cover any and all fuel costs for commuting to and from work and for business travel within the geographic boundaries of Region 10 ESC. The Superintendent shall be reimbursed at the District's normal reimbursement mileage rate for the use of his vehicle for business travel outside Region 10 ESC. The automobile may be used for business and personal purposes. The Superintendent shall comply with all policies, procedures and documentation requirements established by the Board, the District's independent auditors and the state and federal laws regarding the use of the automobile.

4.3 Superintendent Employment Benefits. The Superintendent shall receive sick leave, vacation, life and health insurance coverage and other personal and fringe benefits provided by the District for its administrative employees in accordance with applicable law. Vacation days taken by the Superintendent will be taken at such time(s) as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement.

4.4 Superintendent Insurance Benefits. The Superintendent shall receive the same contribution by the District for his health insurance, hospitalization, major medical, and dental insurance as the District provides for its administrative employees pursuant to the District's group health care plan.

4.5 Professional Activities. The Superintendent shall attend and participate in appropriate professional meetings at the local, state and national levels with reasonable expenses for such attendance and participation to be borne by the District from funds budgeted for that purpose by the Board, including membership fees and dues of the Superintendent in such organizations as he deems appropriate in the performance of his duties, all of which shall be in accordance with the rules and regulations of the Board and the laws of the State of Texas. Superintendent expense vouchers shall be reviewed and approved by the President of the Board of Trustees. Copies of all approved expense vouchers shall be maintained in the Superintendent's office and available for review by individual trustees. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. In addition, the Board expects and encourages the Superintendent, as part of his duties to the Board and at his own expense except as provided below, to belong to civic clubs and other local organizations in Plano, Texas. The Board will pay the reasonable costs and expenses for attendance or membership to one social or civic organization.

V.

#### NON-RENEWAL/TERMINATION OF EMPLOYMENT CONTRACT

5.1 Non-Renewal. The Board may non-renew this Agreement in conformance with the terms of Subchapter E, §21.201, et seq., Texas Education Code. In the event the Board does



not renew this Agreement, the Superintendent shall be afforded all the rights set forth in the Board's Policies and state and federal law.

5.2 Termination. This Agreement may be terminated by mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties. In addition, this Agreement shall be terminated upon the retirement or death of the Superintendent. The Board may dismiss the Superintendent during the term of this Agreement for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent him in any such manner, he shall pay the costs thereof.

## VI.

### EVALUATION

6.1 Annual Evaluation and Assessment of Performance. The Board shall evaluate and assess the performance of the Superintendent in writing in January of each year during the term of this Agreement, and at such other times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's Policies and state and federal law and shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals and objectives approved by the Board for the year of the evaluation.

## VII.

### PHYSICAL CONDITION AND DISABILITY

7.1 Medical Examination. The Superintendent shall undergo a comprehensive annual medical examination, to be performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential fitness report, verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be confidential to the extent permitted by law. The report will be submitted to the Superintendent but shall be available for review by a Trustee at any time. The District shall pay all reasonable and actual costs of the annual physical examination.

7.2 Disability. Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of



temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

## VIII.

### OUTSIDE EMPLOYMENT

8.1 Outside Employment. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment.

8.2 Outside Consulting Activities and the Like. The Superintendent may, at his discretion, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short term duration, provided that such activities do not interfere within the performance of his duties as Superintendent.

## IX.

### MISCELLANEOUS

9.1 Professional Liability. The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and reasonable attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Agreement, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could see indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall continue for a period of no more than four (4) years after the termination of this Agreement for qualifying acts or failures to act occurring during the term of this Agreement or any extension thereof.

The Board shall not be required to pay any costs of any legal proceedings in the event the Board and 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 Superintendent's obligation under this paragraph shall continue after any termination of the Agreement for a period of no more than four (4) years.

9.2 Controlling Law. This Agreement shall be governed by the laws of the State of Texas, and it shall be performable in Collin County, Texas. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall be in Collin County, Texas.

9.3 Complete Agreement. This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement, including, but not limited to, changes in the term of the Agreement or the base annual salary of the Superintendent, shall be made only by written addendum signed by both parties or by a new Agreement. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement.

9.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

9.5 Conflicts. In the event any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies, the Texas Education Code or any other state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board Policies and/or any such law.

9.6 Savings Clause. In the event any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.7 Multiple Originals. This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.