

**FIRST**

# Financial Integrity Rating System of Texas

**Public Hearing**  
**November 14, 2017**

RATING YEAR



Financial Integrity Rating System of Texas

## 2016-2017 RATINGS BASED ON SCHOOL YEAR 2015-2016 DATA - DISTRICT STATUS DETAIL

<b>Name:</b> PLANO ISD(043910)	<b>Publication Level 1:</b> 8/8/2017 2:29:29 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/8/2017 2:29:29 PM
<b>Rating:</b> A = Superior	<b>Last Updated:</b> 8/8/2017 2:29:29 PM
<b>District Score:</b> 96	<b>Passing Score:</b> 60

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	3/28/2017 11:17:07 AM	Yes
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 number 2 if it responds "No" to indicator 2.A, or to both indicators 2.A and 2.B.		
2.A	<u>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.)</u>	3/28/2017 11:17:07 AM	Yes
2.B	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	3/28/2017 11:17:07 AM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	3/28/2017 11:17:07 AM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?</u>	3/28/2017 11:17:08 AM	Yes
5	<u>Was the total unrestricted net position balance (Net of the 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, then the school district passes this indicator.)</u>	3/28/2017 11:17:08 AM	Yes
			1 Multiplier Sum

6	<u>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)? (See ranges below.)</u>	3/28/2017 11:17:08 AM	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	3/28/2017 11:17:09 AM	6
8	<u>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, then the school district passes this indicator.) (See ranges below.)</u>	3/28/2017 11:17:09 AM	10
9	<u>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?</u>	3/28/2017 11:17:09 AM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	5/18/2017 12:19:30 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/28/2017 11:17:10 AM	10
12	<u>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.)</u>	6/21/2017 8:14:38 PM	10
13	<u>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?</u>	3/28/2017 11:17:11 AM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	3/28/2017 11:17:11 AM	10
15	<u>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) funds as a result of a financial hardship?</u>	3/28/2017 11:17:12 AM	10
			96 Weighted Sum
			1 Multiplier Sum
			96 Score

**DETERMINATION OF RATING**

<b>A.</b>	Did the district answer 'No' to Indicators 1, 3, 4, 5, or 2.A? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned.
<b>B.</b>	Determine the rating by the applicable number of points. (Indicators 6-15)
<b>A = Superior</b>	90-100
<b>B = Above Standard</b>	80-89

<b>C = Meets Standard</b>	60-79
<b>F = Substandard Achievement</b>	<60

**No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.**

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FIRST 4.4.6.0

## School FIRST Annual Financial Management Report PLANO 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(o). Effective 8/6/2015. 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.

The District has chosen to provide a copy of the Superintendent's current employment contract as an attachment to the School FIRST Annual Management Report for 2015-16.

### Reimbursements Received by the Superintendent and Board Members

#### For the Twelve-Month Period Ended June 30, 2016

Description of Reimbursements	Dr. Brian Binggeli	Missy Bender	Marilyn Hinton	Nancy Humphrey	Carrolyn Moebius	Tammy Richards	Yoram Solomon	David Stolle
Meals	\$ 310.88	\$ 416.19	\$ 68.96	\$ 610.98	\$ 650.00	\$ 26.85	\$ 233.61	\$ -
Lodging	5,334.70	1,447.34	1,718.28	2,849.08	1,306.44	-	2,229.96	751.92
Transportation	2,604.04	1,380.85	494.43	2,017.62	386.00	209.73	835.94	352.20
Motor Fuel	4.50	-	-	-	-	-	-	-
Other	4,499.00	1,660.00	520.00	1,236.40	1,115.00	735.00	1,155.00	1,065.00
<b>Total</b>	<b>\$ 12,753.12</b>	<b>\$ 4,904.38</b>	<b>\$ 2,801.67</b>	<b>\$ 6,714.08</b>	<b>\$ 3,457.44</b>	<b>\$ 971.58</b>	<b>\$ 4,454.51</b>	<b>\$ 2,169.12</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, 2016**

<u>Name(s) of Entity(ies)</u>	Amount Received
	\$ -
Total	<u>\$ -</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, 2016**

	<b>Dr. Brian Binggeli</b>	<b>Missy Bender</b>	<b>Marilyn Hinton</b>	<b>Nancy Humphrey</b>	<b>Carrolyn Moebius</b>	<b>Tammy Richards</b>	<b>Yoram Solomon</b>	<b>David Stolle</b>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**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, 2016**

	<b>Dr. Brian Binggeli</b>	<b>Missy Bender</b>	<b>Marilyn Hinton</b>	<b>Nancy Humphrey</b>	<b>Carrolyn Moebius</b>	<b>Tammy Richards</b>	<b>Yoram Solomon</b>	<b>David Stolle</b>
Amounts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**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.

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

This agreement ("Contract") is made and entered into by and between the Board of Trustees ("Board") of the Plano Independent School District ("District") and its successors and assigns and Brian T. Binggeli, Ed.D. ("Superintendent").

### WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms herein established and pursuant to Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree as follows:

#### **1. TERM**

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term of three (3) years, commencing on July 1, 2016, and ending on June 30, 2019. For purposes of Compensation and Salary under Section 3 below, the contract year shall be from July 1 through June 30.

1.2 At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's written acceptance of such extension. 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. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy. In the event that the Contract 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.

#### **2. EMPLOYMENT**

2.1 Duties. The Superintendent is the chief executive officer of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Board policies including, but not limited to policy BJA (LEGAL) and BJA (LOCAL) and as may be lawful 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 hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to perform the duties of the Superintendent including, but not limited to:

- (a) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- (b) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent, subject to legal and Board policy provisions applicable to the internal auditor;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner;
- (d) Make recommendations regarding selection of the District's personnel, subject to Board approval and consistent with Section 11.163 of the Texas Education Code and the other provisions of this Contract;
- (e) Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract, subject to legal and Board policy provisions applicable to the internal auditor;
- (f) Manage the day-to-day operation of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operation;
- (g) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;
- (h) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
- (i) Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;
- (j) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;
- (k) Organize the District's central administration;
- (l) Communicate and collaborate with all members of the Board;
- (m) Consult with the District-level committee;
- (n) Ensure:
  - (1) Adoption of a student code of conduct and enforcement of that code of conduct; and
  - (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (o) Submit reports as required by state or federal law, rule, or regulations;
- (p) Submit reports as requested by Board of Trustees;
- (q) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out;
- (r) Perform any other duties lawfully assigned by action of the Board of Trustees.
- (s) Advocate for the high achievement of all District students;
- (t) Create and support connections with community organizations to provide community-wide support for the high achievement of all District students;
- (u) Provide educational leadership of the district including leadership in developing the District vision statement and long range educational plan;



- (v) Along with the Board, establish district-wide policies and annual goals that are tied directly to the District's vision statement and long range educational plan;
- (w) Support the professional development of principals, teachers and other staff; and
- (x) Periodically evaluate board and Superintendent leadership, governance and teamwork.

Except as provided in this Contract, the Superintendent agrees to devote his full time, skill, labor and attention to the performance of these duties in a faithful, diligent and efficient manner.

2.2 Professional Certification Records. The Board and District do hereby acknowledge that the Superintendent is not currently certified as a superintendent in Texas. The Superintendent does hereby agree to immediately pursue a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification and all other certificates required by law. The Superintendent shall have two (2) years from the original execution date of this Contract to obtain a valid superintendent certificate. Pending the issuance of said certificate, Superintendent shall obtain and maintain a temporary permit to act as a superintendent. The District will reimburse the Superintendent for any costs related to the Superintendent obtaining a valid Texas superintendent certificate to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification. Further, the Superintendent must provide the Board of the District with proof of such certification upon its issuance, as well as experience records, college transcripts, verification of earned degrees, medical records, proof of criminal records check, his Social Security Number, and other records required for the personnel files or payroll purposes. The Superintendent shall maintain and furnish to the Board evidence of his maintaining throughout the life of this Contract these required documents. Failure to maintain the necessary certification shall render this Contract void, and any material misrepresentations in any records provided to the District may be grounds for termination.

2.3 Representations. The Superintendent makes the following representations:

- (a) Beginning of Contract: At the beginning of the Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
- (b) During Contract: The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing of any arrest and of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three calendar days of the event or any shorter period specified in Board policy.
- (c) 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.

2.4 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.5 Nepotism. With the exception of any individuals already employed by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or second degree of affinity.

2.6 Board Meetings. The Superintendent or his designee shall attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, his salary and benefits, and/or the Superintendent's evaluation and performance; to interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal.

2.7 Complaints. The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will investigate such matters and inform the Board of the results of such action. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.8 Indemnification and Defense.

(a) The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil 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 his duties as Superintendent of the District, to the fullest extent permitted by law, except as provided in this Paragraph 2.7. This indemnity and hold harmless obligation of the District includes payment of all reasonable attorney's fees and all related costs incurred by the Superintendent in defense of any claims except as otherwise set forth in Paragraphs 2.7(c) and (d). The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's legal rights; (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct. This indemnity also excludes any costs,

fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. The District's obligation under this paragraph shall continue for a period of no more than four (4) years after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

- (b) To the extent permitted by law, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii) to have engaged in criminal conduct.
- (c) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's legal rights; or (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.
- (d) The District may fulfill its obligation under this Paragraph 2.7 by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, and provided that the insurance coverage is acceptable to the Superintendent; or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the board and the professional employees of the District, provided that the insurance coverage insured all of the Superintendent's actions or lack of actions that the District would otherwise be obligated to indemnify and hold harmless the Superintendent under this Paragraph 2.7.
- (e) The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend (or to advance the costs of defending) under this Paragraph 2.7, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the Superintendent assumes full responsibility for the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent.
- (f) The Superintendent agrees to provide full assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall

reimburse the Superintendent's reasonable, related expenses, including travel and lodging expenses.

- (g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation.

2.9 Residence. While the Superintendent is employed as Superintendent of the schools of the District, he will reside within the boundaries of the District.

2.10 Employment of Staff. Subject to the provisions of this Section 2.9, the Superintendent shall have the sole authority to select and employ all contract and noncontract staff, except for the Internal Auditor and Internal Audit Staff, and subject to the District's salary schedule and budget as approved by the Board, including the authority to organize, reorganize, arrange, direct, assign, reassign and transfer all staff in the manner which best serves the District. Further, the Superintendent shall have the authority to terminate or non-renew all staff, other than contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code and any other administrators who are not covered by Chapter 21, Texas Education Code.

Prior to publicly announcing the assignment, reassignment or transfer of the Administration's senior staff as defined hereinafter, the Superintendent shall inform the Board President of said assignment, reassignment or transfer. Administration's senior staff is defined as Chief Financial Officer, Assistant Superintendent for Academic Services, Assistant Superintendent for Campus Services, Assistant Superintendent for District Services, Assistant Superintendent for Government, Community and Planning Initiatives and Assistant Superintendent for Technology Services, and any such additional senior staff who report directly to the Superintendent.

Further, the Superintendent shall develop and implement administrative procedures, rules and regulations that the Superintendent believes necessary for the efficient and effective operation of the District and which are consistent with Board Policies, state and federal law.

2.11 Writing, Teaching, Speaking Activities and Consulting Services. The Superintendent shall be permitted to undertake writing, teaching, and speaking activities, provided that these activities (i) do not interfere with the performance of his duties as Superintendent; (ii) so long as such activities do not give rise to a real or potential conflict of interest; and (iii) the Superintendent shall use vacation days or personal leave days when participating in such activities. Notwithstanding the foregoing, Superintendent shall not undertake any paid consulting activities outside of the District or be permitted to perform or engage in any services, consulting, or other activities for payment without having first disclosed in accordance with applicable state laws all material details to the full Board in writing and obtaining the prior written approval from the Board President.

### **3. COMPENSATION AND SALARY**

3.1 Salary. Effective July 1, 2016, after the execution of all required signatures to the Contract, and during the Superintendent's employment with the District, the District shall provide the Superintendent with an annual base salary in the sum of Three Hundred Five

Thousand, Four Hundred Nine Dollars and Fifty-Four Cents (\$305,409.54). This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, at 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 pursuant to Paragraph 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Increases in salary shall be based on the Superintendent's annual performance evaluation and shall be at the discretion of the Board. Such adjustments, if any, shall be made pursuant to a lawful Board resolution and they shall be in the form of a written addendum to this Contract.

3.3 Business Expenses. The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. All reimbursements for business related expenses shall be reviewed and approved by the Board President.

3.4 Automobile Expense. During the Superintendent's employment with the District, the District will pay the Superintendent an amount of One Thousand and No/100 Dollars (\$1,000) per month to provide him with a car allowance for in-District travel or in ESC Region 10 travel, which he may use for personal and business purposes. This monthly payment shall be paid to the Superintendent in a lump sum payment each month. Superintendent will not receive any additional reimbursement for any repairs and/or maintenance on his vehicle, and will not receive any additional reimbursement for gasoline or mileage while traveling in-District or in ESC Region 10.

3.5 Mobile Phone Service. During the Superintendent's employment with the District, the District shall provide the Superintendent the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per month for the purchase and maintenance of a mobile phone, and any required related technology support required for the maintenance of the phone by the Superintendent for his business and personal use. Superintendent will not receive any additional reimbursement for the purchase, set-up, maintenance, or related technology support for such items, and will not receive any in-kind support from the District for such items, including any on-site technical support by District personnel.

3.6 Disability Insurance. During the Superintendent's employment with the District, the District shall pay the premium for long term and short term disability insurance coverage for the Superintendent which provides a monthly payment of at least sixty percent (60%) of the Superintendent's monthly salary, after a suitable qualifying period.

3.7 Life Insurance. During the Superintendent's employment with the District, on or before December 15 of each year, the District shall pay the annual premium for the purchase of a term life insurance policy on the life of the Superintendent in the amount of his annual salary and, at the Superintendent's option, he has the right to increase that life insurance coverage at his cost. The term life insurance policy provided hereunder shall be owned by the District, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, he is solely responsible for payment of the premiums on such a plan.

3.8 Health and Other Insurance. The District shall pay the high option coverage for group health and hospitalization, dental and vision for the Superintendent and his immediate family and shall provide him with all other benefits on the same basis as twelve (12) month administrative employees of the District.

3.9 Administrative Benefits. During the Superintendent's employment with the District, the Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Board Policies.

3.10 Local Sick Leave. During the Superintendent's employment with the District, the Superintendent shall have ten (10) local sick leave days per fiscal year, which shall accrue from one year to the next. Unused accrued sick leave shall not be paid at separation.

3.11 Vacation and Holidays. The vacation days provided in this Section 3.11 are in lieu of any vacation or "nonduty" days provided the Superintendent under applicable Board policies. During the Superintendent's employment with the District, the Superintendent may take, at the Superintendent's choice and with notice to the Board President, fifteen (15) days of vacation per fiscal year during the term of this Contract. Any unused days shall be used and/or accrue in accordance with Board Policies DEC (LEGAL), DEC (LOCAL), DED (LEGAL), and DED (LOCAL). Prior to taking vacation days, the Superintendent will advise the Board President. Vacation days should be used by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts. No other local leave policies for District personnel shall apply to the Superintendent.

3.12 Annual Physical Examination. During the Superintendent's employment with the District, the Superintendent shall annually undergo a physical examination performed by a licensed physician mutually acceptable to the Board President and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position. The Superintendent shall submit the confidential reports received from the health care professional who performs the examination to the Board President. The District shall pay all reasonable costs of the examination on or before the expiration of thirty (30) days from the date of the examination. To the extent such confidential reports are

maintained by the District, they shall be maintained as a confidential medical record to the extent permitted by law.

3.13 Professional Activities/Civic Organizations. The Superintendent shall reasonably attend and participate in appropriate professional and civic meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations as he deems appropriate in the performance of his duties, from funds budgeted for that purpose by the Board, and the Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of his duties as Superintendent.

3.14 Professional Liability Insurance. During the Superintendent's employment with the District, the District does hereby agree to provide the Superintendent, professional liability insurance under the District's errors and omissions insurance policy.

#### **4. EMPLOYMENT PERFORMANCE**

4.1 Development of Goals. The Superintendent and the Board will agree on a date certain in the year 2016 for the Superintendent and the Board to develop the goals for the District. The Superintendent and the Board shall further agree on a date certain for the development and agreement on the goals for the District in subsequent years during the term of this Contract. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

4.2 Review of Performance. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year, at a date to be determined with the Board, during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, and lawful Board directives, and to the adopted annual goals outlined in Paragraph 4.1. A mid-year conference between the Board and the Superintendent concerning the achievement of these goals shall be held each year, at a date to be determined with the Board. The evaluation format and procedure shall be in accordance with Section 4.3, the Board's policies and state and federal law. Unless the Board and Superintendent agree otherwise, all meetings, conferences, and discussions concerning the Superintendent's performance shall be held in closed, executive session and shall be considered confidential to the extent permitted by law.

4.3 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 4 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, such modification must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.4 Confidentiality. Unless the Superintendent expressly requests 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. TERMINATION OF EMPLOYMENT CONTRACT

5.1 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.

5.2 Non-Renewal of Contract. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

5.3 Death, Retirement. This Contract shall be terminated upon the death or retirement of the Superintendent.

5.4 Resignation. 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 no later than forty-five (45) days before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

5.5 Disability of Superintendent. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness or accident, he may use all accumulated but unused state sick leave days, local leave days, non-duty days and vacation days. A determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Superintendent or the Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of his material duties and obligations of employment, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent. During any period when the Superintendent is unable to perform any or all of his duties by reason of illness or accident, the Board may appoint a person as acting superintendent until the Superintendent is able to resume his duties if the Board determines it is in the best interests of the District to do so.

5.6 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause as determined by the Board, according to Board policy. The term "good cause" shall include, but not be limited to the following:

- (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. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence 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 subject to the terms and provisions of Paragraph 5.5 herein;
- (l) Immorality, which is 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 rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;

- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or,
- (s) Any other reason constituting "good cause" under Texas law.

5.7 Procedure for Good Cause Dismissal. In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in the Board's policies and applicable state and federal law.

## 6. MISCELLANEOUS

6.1 Governing Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. The Board and Superintendent each submit to the exclusive jurisdiction of the State and Federal courts in Collin County, Texas.

6.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

6.3 Notification of Board of Trustees. A copy of this Contract shall be provided to all present members of the Board of Trustees and to each new Trustee as they are elected and sworn in.

6.4 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.

6.5 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 constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

6.6 Heirs and Assigns. The provisions of this Contract are binding upon the heirs, personal representatives, successors and assigns of the Superintendent.

6.7 Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instances.

6.8 Failure to Enforce or Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

6.9 Partial Invalidity. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and otherwise valid and enforceable clauses of this Contract shall remain in full force and effect as if this Contract had been executed without any such invalid provisions having been included.

6.10 Section Headings. Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a part of this Contract.

6.11 Non-Reliance. The Parties stipulate and agree that they have not relied upon any statements or representations made by any of the other parties hereto or by any person or entity representing any of the other parties hereto.

6.12 Copy Effective. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

6.13 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by either party to the other (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

(a) if to District, to:

Plano Independent School District  
2700 W. 15<sup>th</sup> Street  
Plano, Texas 75075  
Attn: Board President

with copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
1700 Redbud Boulevard, Suite 300  
McKinney, Texas 75070  
Attn: Marianna M. McGowan

(b) if to Superintendent, to:

Dr. Brian T. Binggeli  
2700 W. 15<sup>th</sup> Street  
Plano, Texas 75075

with copy to:

Adams, Lynch & Loftin, P.C.  
3950 Highway 360  
Grapevine, Texas 76051  
Attn: Neal W. Adams

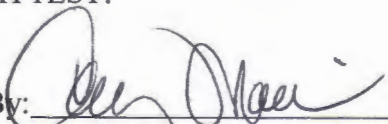
Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party hereto may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.


EXECUTED to be effective as the date first written above.

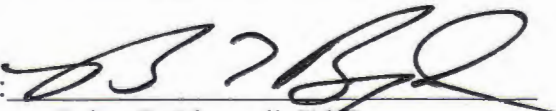
**PLANO INDEPENDENT SCHOOL DISTRICT**

EXECUTED this, the 7<sup>th</sup> day of JUNE, 2016.

ATTEST:

By:   
\_\_\_\_\_  
Carolyn Moebius  
Secretary, Board of Trustees

By:   
\_\_\_\_\_  
Missy Bender  
President, Board of Trustees

By:   
\_\_\_\_\_  
Brian T. Binggeli, Ed.D.  
Superintendent of Schools