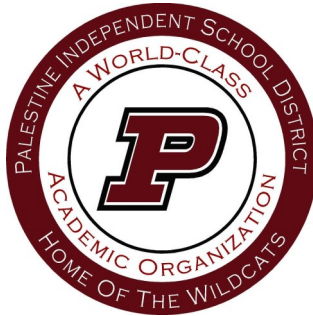


Palestine

Independent School District



Financial Management Performance Report

District Status for 2015-2016

Public Meeting

December 18, 2017



This report contains an explanation of Palestine ISD's rating according to Schools FIRST- the State's financial accountability rating system for Texas public schools.

RATING YEAR

2016-2017

Select An Option

Help

Home



Financial Integrity Rating System of Texas

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

Name: PALESTINE ISD(001907)	Publication Level 1: 8/8/2017 2:29:29 PM
Status: Passed	Publication Level 2: 8/8/2017 2:29:29 PM
Rating: A = Superior	Last Updated: 8/8/2017 2:29:29 PM
District Score: 98	Passing Score: 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 11:00:24 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 11:00:24 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 11:00:24 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 11:00:25 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 11:00:25 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 11:00:25 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 11:00:25 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 11:00:26 AM	10
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 11:00:26 AM	8
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 11:00:26 AM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	5/18/2017 12:15:15 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 11:00:27 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 8:10:26 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 11:00:28 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 11:00:28 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 11:00:28 AM	10
			98 Weighted Sum
			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

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

C = Meets Standard	60-79
F = Substandard Achievement	<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.

Home Page: [Financial Accountability](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

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

FIRST 4.5.9.0



Disclosures

Reporting requirements for the financial management report for Schools FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System**. This rule describes requirements for the five (5) disclosures explained below that are to be presented as appendices in the Schools FIRST financial management report.

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2017. In lieu of publication in the Schools 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 superintendent's contract is included in this packet.



Disclosures

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2016

For the Twelve-month Period Ended June 30 or August 31, 2016								
Description of Reimbursements	Superintendent Jason Marshall	Board President Brandon Sheeley	Board Vice President Dyna Tutt	Board Secretary Michael Bennett	Board Member Janie Sepulveda	Board Member Stanley Sokolowski	Board Member Jeffrey Schawb	Board Member Kurt Herrington
Meals	572.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lodging	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transportation	1521.75	0.00	140.81	0.00	0.00	0.00	0.00	0.00
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	\$2093.75	\$0.00	\$140.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2016, 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.



Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2016

For the Twelve-Month Period Ended June 30 or August 31, 2016	
Name(s) of Entity(ies)	
N/A	\$0.00
Total	\$0.00

Note – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



Disclosures

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2016

For the Twelve-Month Period Ended June 30 or August 31, 2016								
	Superintendent Jason Marshall	Board President Brandon Sheeley	Board Vice President Dyna Tutt	Board Secretary Michael Bennett	Board Member Janie Sepulveda	Board Member Stanley Sokolowski	Board Member Jeffrey Schawb	Board Member Kurt Herrington
Summary Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. (Any gifts received by their immediate family as described in Government Code, Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity will be reported under the applicable school official.)



Disclosures

5. Business Transactions Between School District and Board Members for Fiscal Year 2016

For the Twelve-Month Period Ended June 30 or August 31, 2016	Board President Brandon Sheeley	Board Vice President Dyna Tutt	Board Secretary Michael Bennett	Board Member Janie Sepulveda	Board Member Stanley Sokolowski	Board Member Jeffrey Schawb	Board Member Kurt Herrington
Summary Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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



Disclosures

Item 6 Other Information.

6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

There are no further disclosures.

EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

§

EMPLOYMENT CONTRACT

COUNTY OF ANDERSON §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Palestine Independent School District** (the "District") and **Mr. Jason Marshall** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education code, have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 **Employment.** The Board, by and on behalf of the District, does hereby employ the Superintendent and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years beginning on July 1, 2017, and ending on June 30, 2020. Each contract year shall consist of 226 days, beginning July 1st and ending June 30th of each respective year. 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.

- 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.

2. EMPLOYMENT

- 2.1 **Duties.** The Superintendent is the chief executive administrator for the District and shall faithfully perform the duties of the Superintendent of School for the district as prescribed in the job description and 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. 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. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy and regulations as they now exist or may hereafter be amended. Duties assigned to the Superintendent by the Board shall be appropriate to/consistent with the role/responsibility of the Superintendent.

- 2.2 **Professional Certification and Records.** 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

EMPLOYMENT CONTRACT

issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

- 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 records or in the employment application may be grounds for termination or nonrenewal, as applicable.
- 2.4 **Consultant Activities.** The Superintendent agrees to devote his time, skill labor and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagement, lecturing, training and other professional duties.
- 2.5 **Board/Superintendent Relations.** The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings, public and closed, with the exception of closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members or when the Board is acting in its capacity as a tribunal.

3. COMPENSATION

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$154,500.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- 3.2 **Salary Adjustments.** At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent. In no event, however, shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement nor will the Superintendent receive less compensation/benefits than the total gross amount under Section 3 of this Agreement. Further, adjustments to salary/other compensation under Section 3 of this Agreement shall not be based on any general increase for District administrators, and percentage increases will be based on the gross salary/benefits in Section 3.
- 3.3 **Professional Growth and Membership Fees.** The Superintendent shall devote the Superintendent's 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 at the 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 the Superintendent's 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 the Board deem appropriate, to attend such seminars, courses, or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, tuition, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills and legislative functions. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent is encouraged to participate in community/civic affairs, as well, and the district shall bear those reasonable costs.

- 3.4 **Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare 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.
- 3.5 **Communications Allowance.** The District shall not provide the Superintendent with a communications allowance.
- 3.6 **Insurance.** The District shall offer to the Superintendent the same health insurance that the District provides to all other professional employees.
- 3.7 **Intra-district Travel.** The District shall provide the superintendent with an intra-district travel stipend of SIX THOUSAND AND NO/100 DOLLARS (\$6,000) per year paid in monthly increments of FIVE HUNDRED AND NO/100 CENTS (\$500.00). This allowance shall cover all travel within a 20-mile radius of the district. Travel outside this area will be reimbursed at Texas state rate. Reimbursement for intra-district travel is in addition to the compensation provided for in Section 3.4. However, the Superintendent shall not be entitled to

compensation for the same expense under this provision and Section 3.4. 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.

3.8 Residency Requirement. The Superintendent shall maintain residence within the boundaries of the District for the length of his tenure as Superintendent. The District shall offer to the Superintendent for his residential use certain property owned by the District as set out and per the terms found in Addendum A.

3.9 The District shall provide the full cost of an investment-based life insurance policy for the Superintendent. The payments may be made to the insurance company at the discretion of the Superintendent.

3.10 The District shall provide an investment policy of the Superintendent's choice valued at \$9,000/year.

3.11 A. Vacation/Holidays. The Superintendent may take the same number of days annually as is awarded to all District administrators per year. These vacation days are in addition to any leave available to the Superintendent under board policy. Additionally, the Superintendent may take 6 more vacation days, work those days at his normal daily rate for additional pay, or bank those days as vacation days. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The Superintendent shall schedule vacation and leave days at times that will least interfere with the performance of the Superintendent's duties.

B. All accrued but unused state and local sick leave days, vacation days, and personal leave days shall accumulate from year to year during the term of this Contract. Should this Contract be terminated or non-renewed, accrued and accumulated but unused state and local sick leave days, vacation days and personal leave days shall be paid in a lump sum to the Superintendent or his survivors, at the Superintendent's current daily rate of pay. In addition, the Superintendent may choose to be paid for these days at his discretion to avoid a large one-time expenditure for the district.

3.12 The District shall pay the full portion of the Superintendent's yearly TRS contribution.

4. REVIEW OF PERFORMANCE

4.1 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 Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

- 4.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.
- 4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with this section 4, the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5. RENEWAL OF PERFORMANCE

- 5.1 Renewal/Non-renewal. Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

6. TERMINATION OF EMPLOYMENT

- 6.1 Mutual Agreement. This Agreement 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.
- 6.2 Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Consolidation. A determination by the Board that a consolidation of the district with one or more other school districts does not constitute good cause for dismissal of Superintendent.
- 6.4 Termination for Good Cause. The Board may terminate the employment of the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
 - (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any 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 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) 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; or,
- (q) Any other reason constituting "good cause" under Texas law.

7. PROFESSIONAL LIABILITY

7.1 To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment of the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission

constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 7.1 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this section shall survive the termination of this contract, including that the District has no duty to defend, hold harmless, or indemnify the Superintendent for any demand, claim, suit, action, judgment, expense, or attorneys' fee incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity which does not arise from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment of the District. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph.

- 7.2 The Superintendent shall reasonably 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 the termination of this Contract.

8. MISCELLANEOUS

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Anderson County, Texas, unless otherwise provided by law.
- 8.2 **Entire Agreement and Amendment.** In entering into this Contract, the parties understand and represent that all existing agreements and contracts, written and verbal, between the parties regarding the Superintendent's employment are superseded by this Contract, and it constitutes the entire agreement between the parties. This Contract may only be amended in writing and by mutual agreement of the parties.
- 8.3 **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.
- 8.4 **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.

EMPLOYMENT CONTRACT

EXECUTED this, the 23rd day of January, 2017.

PALESTINE INDEPENDENT SCHOOL DISTRICT

By: Jani G Sepulveda
President, Board of Trustees

By: Dyna Sutt
Secretary, Board of Trustees

SUPERINTENDENT

Jason Marshall
Jason Marshall