

RATING YEAR  DISTRICT NUMBER

[Help](#) [Home](#)



Financial Integrity Rating System of Texas

### 2017-2018 RATINGS BASED ON SCHOOL YEAR 2016-2017 DATA - DISTRICT STATUS DETAIL

Name: <b>ROCKDALE ISD(166904)</b>	Publication Level 1: 8/6/2018 2:48:24 PM
Status: <b>Passed</b>	Publication Level 2: 8/8/2018 12:11:29 PM
Rating: A = Superior	Last Updated: 8/8/2018 12:11:29 PM
District Score: 96	Passing Score: 60

#	Indicator Description	Updated	Score
1	<a href="#"><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></a>	4/20/2018 9:15:42 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	<a href="#"><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></a>	4/20/2018 9:15:42 AM	Yes
2.B	<a href="#"><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></a>	4/20/2018 9:15:42 AM	Yes
3	<a href="#"><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></a>	4/20/2018 9:15:42 AM	Yes
4			Yes

	<a href="#"><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></a>	4/20/2018 9:15:42 AM	
5	<a href="#"><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 7 percent or more, then the school district passes this indicator.)</u></a>	4/20/2018 9:15:43 AM	Yes
			1 Multiplier Sum
6	<a href="#"><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></a>	4/20/2018 9:15:43 AM	10
7	<a href="#"><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></a>	4/20/2018 9:15:43 AM	10
8	<a href="#"><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 7 percent or more, then the school district passes this indicator.) (See ranges below.)</u></a>	4/20/2018 9:15:43 AM	6
9	<a href="#"><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></a>	4/20/2018 9:15:44 AM	10
10	<a href="#"><u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u></a>	4/20/2018 9:15:44 AM	10
11	<a href="#"><u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u></a>	4/20/2018 9:15:44 AM	10
12	<a href="#"><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></a>	6/19/2018 11:23:05 AM	10
13	<a href="#"><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></a>	4/20/2018 9:15:45 AM	10
14	<a href="#"><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></a>	4/20/2018 9:15:45 AM	10
15	<a href="#"><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></a>	4/20/2018 9:15:45 AM	10

		96 Weighted Sum
		1 Multiplier Sum
		96 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 <b>F for Substandard Achievement</b> regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89
	C = Meets Standard	60-79
	F = Substandard Achievement	<60
<p>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.</p>		

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

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

FIRST 5.4.1.0



# *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 Section 109.1001(o). Effective 8/6/15.** 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 2018. 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.



# Disclosures

## 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2017

For the Twelve-month Period Ended June 30, 2017								
Description of Reimbursements	Denise Monzingo	Michelle Lehmkuhl	Charles Miles	Wenda Dyer	Raymon Puentes	Lee Jenkins	Lin Perry	Troy Zinn
Meals	\$ 258.65	\$ 0.00	\$ 14.87	\$ 17.19	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Lodging	1,339.31	0.00	511.02	545.02	0.00	0.00	0.00	0.00
Transportation	2,860.39	0.00	247.59	145.52	0.00	0.00	145.52	0.00
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	8,735.40	375.00	340.00	465.00	200.00	125.00	300.00	300.00
<b>Total</b>	<b>\$13,093.75</b>	<b>\$ 375.00</b>	<b>\$1,113.48</b>	<b>\$1,172.73</b>	<b>\$200.00</b>	<b>\$ 125.00</b>	<b>\$ 445.52</b>	<b>\$ 300.00</b>

**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, 2017	
Name(s) of Entity(ies)	
	\$ 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, 2017								
	Denise Monzingo	Michelle Lehmkuhl	Charles Miles	Wenda Dyer	Raymon Puente	Lee Jenkins	Lin Perry	Troy Zinn
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, 2017	Michelle Lehmkuhl	Charles Miles	Wenda Dyer	Raymon Puente	Lee Jenkins	Lin Perry	Troy Zinn
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.

**School FIRST Template for SY 2017-2018 through 2019-2020 Rating Year**

This template is for ratings year 2017-2018 and uses data for fiscal year 2017 (school year 2016-2017) and earlier years as specified.

This template is based upon current understanding and interpretations on School FIRST indicators [TEA School FIRST Web Page](#)

Indicator 1	Indicator 2 A 2.B	Indicator 3	Indicator 4	Indicator 5	Indicator 6	Indicator 7	Indicator 8	Indicator 9	Indicator 10	Indicator 11	Indicator 12	Indicator 13	Indicator 14	Indicator 15
Enter Yes or No	Enter Yes or No. Enter No if 2.A or both 2.A and 2.B are answered No	Enter Yes or No	Enter Yes or No									Enter Yes or No	Enter Yes or No	Enter Yes or No
Data Input Sources														
FY 2017 AFR Exh A-1	Yes	Yes	Yes	Yes	SY 2012-2013 Enrolled Students 1,588	Cash & Equivalents Gen Fd Current Investments Gen Fd \$4,367,722	L-T Lia Total Govt Activities \$28,810,638	Total Rev Gen Fd \$16,819,922	Total Rev Gen Fd \$16,819,922	Ft 21 61XX-64XX Gen Fd less 6144 \$273,544	SY 2014-2015 Enrolled Students 1,594	Yes	Yes	Yes
FY 2017 AFR Exh C-1					SY 2016-2017 Enrolled Students 1,539	Current Liabilities Govt Activities \$0	Adj effect of: sf12 Net Pension Lia \$4,272,699	Total Exp Gen Fd \$12,913,816	Total Rev Debt Ser Fd \$3,211,353	Ft 41 61XX-64XX Gen Fd less 6144 \$391,253	SY 2014-2015 Staff 261.2705			
L1 Worksheet					5 Yr Pct Incr/Decr -3.09%	Total Exp Gen Fd Facilities Acq & Constr Gen Fd \$12,913,816	Ratio Assets/Lia 4.6	Facilities Acq & Constr Gen Fd \$0	Total Exp Gen Fd \$12,913,816	Ft 11 61XX-64XX Gen Fd less 6144 \$6,114,235	SY 2014-2015 Student Staff Ratio 6.10095667			
FY 2017 AFR Exh C-3					Unrestricted Net Position Bal \$1,871,390	Total Exp Gen Fd \$0	Net L-T Lia Total Govt Activities \$24,537,939	Rev to Expend Ratio 0.30	Total Exp Debt Ser Fd Sum Ft 71, 72, 73 Gen Fd \$1,750,768	Ft 12 61XX-64XX Gen Fd less 6144 \$87,569	SY 2016-2017 Enrolled Students 1,540			
FY 2017 AFR Exh J-5					Adj effect of: sf 10 Accumulated Accredited Interest \$690,754	Number Days Cash on Hand 123	Ratio Lia/Assets 5 Yr PCT Incr/Decr Students -3.09%	Days Cash on Hand 123	Sum Ft 71, 72, 73 Debt Ser Fd \$1,750,768	Ft 13 61XX-64XX Gen Fd less 6144 \$8,149	SY 2016-2017 Student Staff Ratio 6.04213013			
PEIMS Standard Report SY 2016-2017					sf12 Net Pension Lia \$4,272,699				Ft 81 Gen Fd Ending Debt Service Fund Bal \$4,501,545	Refined Average Daily Attendance Enter ADA or Sparse, as applicable 1,442.690	AdminCost Ratio 0.1040466			
PEIMS Standard Report SY 2014-2015					Net Unrestricted Net Position Bal \$6,834,843				Debt Service Coverage 6.3239		Pct Chg Stu/Staff Ratio Enrollment Incr/Decr -0.96%			
PEIMS Standard Report SY 2012-2013														
Final SOF 2016-2017														
PEIMS Actual Financial Calculations														
DATA Input Cells are this color														
Results	Passed	Passed	Passed	Passed	Passed	10	10	6	10	10	10	10	10	10

<b>Total Points</b>	<b>96</b>													
<b>Rating</b>	<b>A-Superior</b>					Points Tabulation 10	Points Tabulation 10	Points Tabulation 6	Points Tabulation 10	Points Tabulation 10	Points Tabulation 10	Points Tabulation 10	Points Tabulation 10	Points Tabulation 10

- Abbreviations
- AFR Annual Audit Report
  - PEIMS Standard Reports PEIMS Standard Reports
  - PEIMS Public Education Information Management System
  - NPL Net Pension Liability
  - Exh A-1 Statement of Net Position
  - Exh C-1 Balance Sheet - Governmental Funds
  - Exh C-3 Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
  - Exh J-5 Budgetary Comparison Schedule - Debt Service Fund

Copyright 2015 All Rights Reserved  
 TASBO  
 Tom Canby [tcanby@tasbo.org](mailto:tcanby@tasbo.org)  
 Last update December 12, 2016

Version 1  
 Students changed to enrolled  
 Version 2  
 Added student growth factor to indicator 8

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MILAM

THIS SUPERINTENDENTS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 1st day of July, 2018, by and between the Board of Trustees (the "Board") of the Rockdale Independent School District (the "District") and Denise Monzingo (the "Superintendent").

### WITNESSETH:

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

#### 1. Term

1.1 Term. 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, commencing on July 1, 2018, and ending on June 30, 2021. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

#### II. Employment

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District. and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties

of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee may attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.6 Indemnification. 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 with 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. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract, To the extent this Section 2.6 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 2.6 shall survive the termination of this Contract.

2.7 Residency. The Superintendent agrees that she shall, at all times during the term of this Contract, reside within the boundaries of the District. The Superintendent shall be provided a grace period of sixty (60) days from the date of execution of this Contract within which to become a District resident.

### III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One Hundred and Twenty Thousand Dollars (\$145,000) This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties or as permitted by law. Such adjustments, if any, shall be made pursuant to a lawful Board action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holiday and Personal Leave. The Superintendent shall observe the same legal holidays as provided by the school calendar adopted by the Board and in accordance with policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of personal, sick, and other leave or non-duty or vacation day benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 Insurance — Health. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 Professional Growth. 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 and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform 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 Board deems appropriate, to attend such seminars, courses or meetings. 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. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. 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. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and for approved related travel outside of the District, subject to advance Board approval.

3.7 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.8 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 Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District. Such actual or incidental costs may include, but are not limited to, gasoline, 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 procedures and documentation requirements in accordance with Board policies.

3.9 Moving and Relocation Expense Allowance: The District shall pay the Superintendent's actual moving expenses up to a maximum of \$5,000 in accordance with the lowest of three written moving quotes. The Superintendent shall provide documentation for all claimed expenses using receipts, cancelled checks and/or credit card statements. The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the cost and expense of moving the Superintendent's family and belongings and shall be paid by District on or before July 1, 2014.

3.10 Laptop Computer. The District shall provide the Superintendent with a District-owned laptop computer, which shall remain the property of the District at all times. This device shall be returned to the District upon the Superintendent's end of employment with the District. While this device is provided for business use, the Board recognizes that it may also be used by the Superintendent for limited personal use so long as such personal use does not interfere with the Superintendent's performance of her duties. The Superintendent should have no expectation of privacy in the use of this District-owned laptop computer.

3.11 Cell Phone — Allowance. The District shall provide the Superintendent with a technology/cell phone allowance in the sum of Seventy-Five Dollars (\$75.00) per month. The Superintendent shall maintain a personal account for technology services and shall not open any technology accounts in the name of the District. The Superintendent shall have total responsibility for payment of her personal technology/cell phone accounts and the District shall have no obligation or responsibility related to said accounts other than the monthly payment to the Superintendent of the technology allowance stated herein. The Superintendent understands and acknowledges that she should have no expectation of privacy in the district-related use of such technology device(s).

#### IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet quarterly to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board and Superintendent agree to work with and support one another in achieving the District Goals.

#### V. Review of Performance

5.1 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.

5.2 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.

5.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, such unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a response to the evaluation. That response shall become a permanent attachment to the evaluation in the

Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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, such modifications 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.

## VI. Extension or Nonrenewal of Employment Contract

6.1 Extension/Nonrenewal. Extension and/or nonrenewal of this contract shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than 45 days before the last day of the contract term, containing the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

## VII. Termination of Employment Contract

7.1 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.

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

7.3 Dismissal for Good Cause. The Board may dismiss 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.

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

7.5 Resignation of Superintendent, 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 not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Milam County, Texas, unless otherwise provided by law.

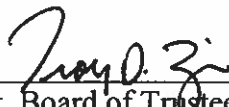
8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 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.

8.4 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 been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

ROCKDALE INDEPENDENT SCHOOL DISTRICT

By:   
President, Board of Trustees

ATTEST:

By:   
Secretary, Board of Trustees

Executed this 21st day of June, 2018.

SUPERINTENDENT

By:   
Denise Monzingo

Executed this 21st day of June, 2018.