

Minutes of School Board Meeting

August 18, 2014

- 1 The Joaquin ISD School Board met tonight in regular session at 6:00 p.m. in the Joaquin Boardroom with the following members present:** Jay Dee Cockrell, Ronnie Belrose, Luke Garrett, Charles Leflett (arrived at 6:20 p.m.), Chrisco Bragg, Tam Hearnberger and Jimmy Hamilton

Board members absent:

Guest(s) Present: Billy Jean Kay and Thomas Harvey

Joaquin ISD Employee(s) Present: Phil Worsham, Superintendent; Joel Bumback, Director of Finance; Jimmy Jackson, High School Principal; Sheryl Graves, Elementary Principal; Sherry Scruggs, Director of Curriculum; Terri Gray, Jr. High Principal; Anita Huddleston, Special Programs Director; Bert Coan, Elementary Assistant Principal & District Truancy; Jennifer McCann, Administrative Assistant; Donna Vergo, Human Resources

Jay Dee Cockrell, President, called the meeting to order at 6:00 p.m.

- 2** The invocation was led by Jay Dee Cockrell, and the Pledge of Allegiance to the United States of America by Jimmy Hamilton, and the Pledge of Allegiance to the Texas Flag was led by Ronnie Belrose.

- 3 Audience Participation** – Those signed up and participating were: None

4 Report and Information items:

- 4.1 Review Monthly Financial Reports – Joel Bumback, Director of Finance
- 4.2 2014 Accountability Report
- 4.3 2014-2015 Proposed Budget
- 4.4 TASB Vantage Points for Update 100
- 4.5 Report on TRE presentation and Public meeting date
- 4.6 Correspondence

5 Agenda Items for discussion, consideration, and possible action:

- 5.1 It was moved by Luke Garrett, and seconded by Tam Hearnberger, to approve the consent agenda.
 - 5.1.1 Minutes from previous month's meeting
 - 5.1.2 Timeline for Accelerated Instruction WaiverFollowing discussion, a vote was taken on the motion. It carried unanimously.
- 5.2 It was moved by Charles Leflett, and seconded by Jimmy Hamilton, Set date for Public Meeting to discuss budget – August 28, 2014, 5:30 p.m. (See Attachment). Following discussion, a vote was taken on the motion. It carried unanimously.
- 5.3 It was moved by Luke Garrett, and seconded by Chrisco Bragg, Adopt Order Appointing Election Judges for Tax Ratification Election. Following discussion, a vote was taken on the motion. It carried unanimously.
- 5.4 No Action
- 5.5 It was moved by Ronnie Belrose, and seconded by Tam Hearnberger, to grandfather property owners previously in Joaquin ISD moved to Shelbyville ISD, that their students may attend Joaquin ISD tuition free (see attachment). Following discussion, a vote was taken on the motion. It carried unanimously.

6 The board entered closed session in accordance with the Texas Open Meetings Act, Texas Government Code Section §551.071 and §551.074 at 8:02 p.m. on August 18, 2014.

- 6.1 Resignations, hiring and Contracts–Texas Government Code Section 551.074, 551.127 and 551.129 (See Attached Code)
 - 6.1.1 Superintendent's Salary

7 The board entered open session in accordance with the Texas Open Meetings Act at 8:51 p.m. on August 18, 2014. Agenda Items for discussion, consideration, and possible action:

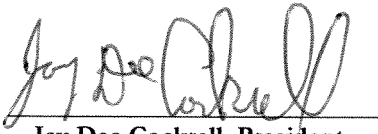
7.1 Resignations, hiring and Contracts

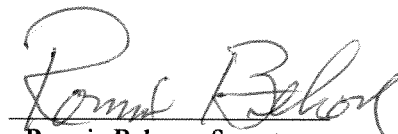
7.1.1 It was moved by Luke Garrett, and seconded by Jimmy Hamilton, to leave Superintendent's Contract as is (attached) with no salary increase. Following discussion, a vote was taken on the motion. It carried unanimously.

8 Jay Dee Cockrell, Board President, asked for items to be placed on the next board agenda.
Special Board Meeting for Budget workshop following Level III meeting – August 26, 2014

9 Designation of date and time of next meeting of the meeting (s) of the Board of Trustees of the Joaquin ISD –
Special Meeting – August 26th, 6:00 p.m.
Public Meeting for Budget – August 28th, 5:30 p.m.
Special Meeting – August 28th, 6:00 p.m.
Regular Monthly Meeting – September 15th, 6:00 p.m.

10 With no further business on the agenda the meeting was adjourned at 8:53 p.m.


Jay Dee Cockrell, President


Ronnie Belrose, Secretary

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET

The *Joaquin Independent School District* will hold a public meeting at 5:30p.m., August 28, 2014 in Joaquin ISD Administration Building Board Room.

The purpose of this meeting is to discuss the school district's budget that will be adopted. Public participation in the discussion is invited.

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	0.16 % increase
Debt Service	-0.39 % decrease
Total expenditures	0.09 % increase

AN ORDER appointing the election day judges for the tax ratification election to be held in the District on September 13, 2014; and resolving other matters incident and related thereto

WHEREAS, on the 21st day of July, 2014, the Board of Trustees of the Joaquin Independent School District (the "Board") adopted an order calling a tax ratification election to be held in the District on September 13, 2014; and

WHEREAS, the Board hereby finds and determines that the election judges for the election day polling places should be appointed; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE JOAQUIN INDEPENDENT SCHOOL DISTRICT: The persons hereby appointed to serve as the election officers at the tax ratification election are as follows:

Joaquin Polling Place:

HAROLD IRISH

PRESIDING JUDGE

Pat Gray

ALTERNATE PRESIDING JUDGE

Huxley Polling Place:

PAULA KAY

PRESIDING JUDGE

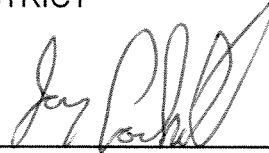
Beverly Bohannon

ALTERNATE PRESIDING JUDGE

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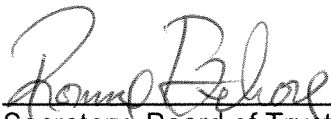
PASSED AND APPROVED, this the 18th day of August, 2014.

JOAQUIN INDEPENDENT SCHOOL
DISTRICT



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

(District Seal)

CERTIFICATE OF SECRETARY

THE STATE OF TEXAS

§

COUNTIES OF SHELBY AND PANOLA

§

JOAQUIN INDEPENDENT SCHOOL DISTRICT

§

I, the undersigned, Secretary of the Board of Trustees of the Joaquin Independent School District, DO HEREBY CERTIFY as follows:

1. On the 18th day of August, 2014, a regular meeting of the Board of Trustees of the Joaquin Independent School District was held at a meeting place within the District; the duly constituted members of the Board being as follows:

JAY DEE COCKRELL		PRESIDENT
LUKE GARRETT		VICE PRESIDENT
RONNIE BELROSE		SECRETARY

CHRISCO BRAGG)	
CHARLIE LEFLETT)	TRUSTEES
TAM HEARNSBERGER)	
JIMMY HAMILTON)	

and all of said persons were present at said meeting, except the following: None
..... Among other business considered at said meeting, the attached order entitled:

"AN ORDER appointing the election day judges for the tax ratification election to be held in the District on September 13, 2014; and resolving other matters incident and related thereto"

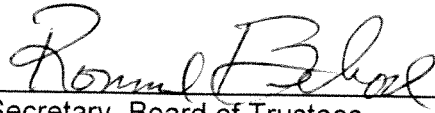
was introduced and submitted to the Board for passage and adoption. After presentation and due consideration of the order, and upon a motion being made and seconded, the order was finally passed and adopted by the Board to be effective immediately by the following vote:

 7 voted "For" voted "Against" Abstained

all as shown in the official Minutes of the Board for the meeting held on the aforesaid date.

2. The attached order is a true and correct copy of the original on file in the official records of the District; the duly qualified and acting members of the Board of Trustees of the District on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Board; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled order, was posted and given in advance thereof in compliance with the provisions of Texas Government Code, Chapter 551, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said District, this the 18th day of August, 2014.



Secretary, Board of Trustees
Joaquin Independent School District

(District Seal)

Joaquin ISD Properties claimed to be in Shelbyville ISD by Joaquin ISD

Property	Key	Owner Name	Address 1	City, State Zip	Entities	Imp Assd	Land Assd	Assessed	Market V	Exemption
R27863	30-0291-0001-0018-00	USA-FORREST SERVICE			GSH;SIQ;RDB	1	1500000	150,000	150000	EX
R24544	22-0287-0001-0028-00	KAY ATWOOD JR & PAULIA	552 CR 2521	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	880	880	33130	
R24850	22-0770-0001-1002-00	COURMIER EVERETT E	942 CR 2521	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	2560	2,560	58430	
R25177	29-0632-0055-0003-00	O'REAR MARK ETUX	11101 FM 2694	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	190	190	9630	
R27690	29-0493-0001-0005-00	HOOPER ALVY NEIL	9758 MONTICELLO DR	SHREVEPORT, LA 71118-4231	GSH;SIQ;RDB	1	4250	4,250	65000	
R27746	29-1042-0001-0001-00	TAMPUN WELDON W	8268 FM 2694	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	410	410	6270	
R27847	30-0291-0001-0003-00	VANDROVEC A ROBT IV & S	P O BOX 157	SHELBYVILLE, TX 75973-0157	GSH;SIQ;RDB	1	460	2,380	44240	
R27865	30-0291-0001-0019-00	O'REAR GLYNN	411 CR 2450	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	410	4,170	32870	
R27883	30-0291-0001-1016-00	OSWALT MICHAEL K & AMY	10068 FM 2694	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	0	5,010	82370	
R27887	30-0291-0001-1024-00	O'REAR KEITH & BEUNDA	388 CR 2450	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	1850	44,850	66810	
R28179	30-0641-0001-0042-00	HUGHES CATHY ANN/CAGLE	445 CR 822	MACCOGOCHEES, TX 75964	GSH;SIQ;RDB	1	20020	21,700	21700	
R28182	30-0641-0001-0045-00	TAYLOR BOBBYE EDDINS	7515 BUCKSKIN LANE	SAN ANTONIO, TX 78227	GSH;SIQ;RDB	1	17710	17,710	94300	
R28183	30-0641-0001-0046-00	TAYLOR TROY & LAURA	1013 CR 2791	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	1500	1,500	29740	
R28184	30-0641-0001-0046-10	BERRY JAMES & MARY	1562 CR 2700	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	2000	40,840	40840	HS
R28201	30-0641-0001-0066-00	TAYLOR TROY & LAURA	1013 CR 2791	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	24570	26,570	26570	HS,OA
R28211	30-0641-0001-0078-00	KERSMAN MICHAEL	4318 ABLESDIE DR	LEAGUE CITY, TX 75773-4275	GSH;SIQ;RDB	1	28820	31,970	31970	
R28226	30-0641-0001-1042-01	VAUGHN JACK & PATRICIA	1216 CR 2699	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	2000	5,310	68180	
R28227	30-0641-0001-1043-00	FERRIBEE EARL T JR & SH	P O BOX 118	SHELBYVILLE, TX 75973-0118	GSH;SIQ;RDB	1	10570	10,570	106370	
R28296	30-1143-0000-0002-00	O'REAR CRAIG	595 FS 100-A	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	0	9,630	66870	
R41810	30-0641-0001-1047-00	RAYMOND CHARLES LYNN &	1702 FM 3184	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	0	4,130	38240	
R41860	30-0641-0001-1042-10	WATTS RONNIE L & GLORIA	2066 FM 3184	SHELBYVILLE, TX 75973	GSH;SIQ;RDB	1	0	1,620	40820	
R47277	22-0156-0001-0004-11	DUNGAN RICHARD M	4910 CAROLINE STREET	SEABROOK, TX 77586	GSH;SIQ;RDB	1	1400	1,400	1400	
R48068	29-1042-0001-0001-00	MARTIN MARILYN	206 SPENCER'S GLEN DRIVE	SUGAR LAND, TX 77479	GSH;SIQ;RDB	1	140	140	2090	
								237,790		

JOAQUIN INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

THIS AGREEMENT is made and entered into this, the 20th day of January, 2014, by and between the Board of Trustees (the "Board") of the Joaquin Independent School District (the "District") and Phil Worsham (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 of the Texas Education code, have agreed, and do hereby agree, as follows:

I. Term

- 1.1 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 (5) years, commencing on July 1, 2014, and ending on June 30, 2019. 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.

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 assigned by the Board, and shall comply with all 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 District 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.
- 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 Texas Education Agency and all 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 or the Superintendent's designee shall 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 salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.

- 2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of one hundred thousand four hundred eighty nine dollars and no cents (\$100, 489.00). This annual salary shall be paid to the Superintendent in equal installments beginning on July 1, 2014. 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The Board has stated in the motion on January 20, 2014 to consider salary adjustments at budget time.
- 3.2 **Work Days and Leave.** The Superintendent shall work not less than two hundred twenty-six (226) days during each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each year. The Superintendent may take, at his choice and subject to the Board President's approval, which shall not be unreasonably withheld, the same number of vacation days during each year for which this Contract is in effect as are authorized by the District for other twelve-month professional employees of the District. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into any subsequent year or years for which this Contract is in effect, up to a total limit of thirty (30) days. Vacation days shall be taken by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays and non-duty days as are observed by other twelve-month professional employees of the District. The Superintendent shall be credited for accumulated sick leave and personal leave as provided in Board policies.
- 3.3 **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 Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such cost may include, but are not limited to, gasoline, hotels and accommodations, meals, and other expenses incurred in the performance of business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.4 **Health and Dental Insurance.** The District shall pay the premiums for the Superintendent in the amount equal to other employees of the District.
- 3.5 **Disability.** The District shall furnish to the Superintendent, and pay the premiums for such insurance, a disability insurance policy which provides income to the Superintendent in the event that the Superintendent becomes disabled during the term of this contract. The disability policy will be based upon the annual salary of the Superintendent at an annual cost to be paid by the district. The policy will go into effect September 1, 2008 and be renewed annually at the Superintendent's new annual salary. In the event of a disability, the district will pay the Superintendent his full pay and benefits until such time as the Superintendent begins to receive the disability payments provided under such policy. At such time as the Superintendent begins to receive the disability payments provided under such policy, the Board and Superintendent contract, stipulate and agree that the disability of the Superintendent shall constitute good cause for dismissal under §7.3 of this employment contract.

- 3.6 **Professional Liability.** **A.** The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under his paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue 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.** The Board shall not be required to pay any costs or any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. **C.** The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.
- 3.7 **Personal Protection.** In the event the life or safety of Superintendent, or Superintendent's family, is threatened or otherwise appears in danger due to the performance of Superintendent's professional duties, the District shall pay all reasonable cost incident to the protection of Superintendent and his family.
- 3.8 **Medical Examination.** The Superintendent agrees to have a comprehensive medical examination at the District's expense, not to exceed the sum of One Thousand and No/100 (\$1,000.00) Dollars per year, performed by a physician acceptable to both the Board and the Superintendent no later than November 1st of each year during the term of this Contract, including such tests and evaluations as are reasonably selected and specified by the Board, or that the physician in charge of such examination determines are needed. The physician in charge of such examination shall provide a written statement at the conclusion of each such annual examination in a form reasonably acceptable to the Board certifying that the Superintendent is physically able to perform his duties under the Agreement. This statement and the result of the examination shall be filed with the President of the Board and shall be available to the Board of Trustees. Any such report and any written documents containing the result of the examination shall be confidential to the extent permitted by law.
- 3.9 **Professional Activities and Organizations.** The District encourages the Superintendent to attend, actively participate in, and/or join appropriate professional meetings and organizations at the local, state and national levels. The Superintendent shall give the Board prior reasonable notice of the professional meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. Unless the Board objects, the District shall pay reasonable expenses for such attendance, participation and/or join from funds budgeted for the purpose, including any membership dues and fees of the Superintendent. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent also may undertake writing, consulting, teaching and speaking engagements, provided that these activities do not interfere with the performance of his duties as Superintendent and the Superintendent obtains prior approval of the Board.

IV. Annual Performance Goals

- 4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 5.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
- 5.3 **Format Evaluation and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal laws.

VI. Renewal or Non-renewal of Employment Contract

- 6.1 **Renewal/Non-renewal.** Renewal or non-renewal shall be in accordance with Board policy, applicable law and provisions found in this contract.

VII. Termination of Employment Contract

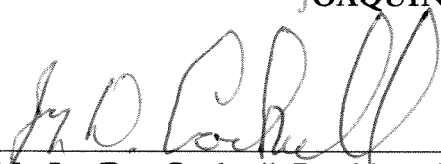
- 7.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.
- 7.2 **Retirement or Death.** This contract shall be terminated upon the retirement or death of the Superintendent.
- 7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the contract for good cause.
- 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. During the term of this contract, Superintendent is granted a proprietary interest in continued employment. No action for termination or non-renewal shall be taken against Superintendent unless the Board first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such complaint. In the event that the Board elects to terminate or not renew this contract during or upon expiration of this contract in accordance with the school laws of the State of Texas and such rules, regulations, and policies as may be promulgated by the Board, Superintendent shall first be notified, in writing, of the reasons for such termination or non-renewal, be advised of the evidence and witnesses relied upon by the Board to prove and support such grounds, and at the election of Superintendent, shall be afforded a full due process hearing concerning such termination or non-renewal. At any such hearing, Superintendent shall have the right to confront and cross-examine witnesses against him, call witnesses and offer evidence in his own behalf, and shall have all other rights afforded by District policies and state and federal law.

VIII. Miscellaneous

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Shelby 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 Employment 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 term of the Contract.
- 8.4 **Saving 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 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.
- 8.5 **Acceptance.** This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 28th day of February, 2014.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved and signed on its behalf by its duly authorized President and the Superintendent has approved and signed this Employment Contract, effective on the day and year specified in Section 1.1 above.

JOAQUIN INDEPENDENT SCHOOL DISTRICT

By:  Date: 1-20-14
Mr. Jay Dee Cockrell, President, Board of Trustees

By:  Date: 1-20-14
Mr. Phil Worsham, Superintendent

ATTEST:

By:  Date: 1-20-14
Mr. Ronnie Belrose, Secretary, Board of Trustees