



Barbara Qualls, Ph.D.
Superintendent of Schools

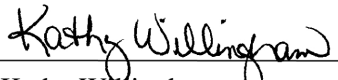
Ennis Independent School District
303 W. Knox Street
P. O. Box 1420
Ennis, TX 75120

Telephone: 972-872-7000
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PUBLIC HEARING
AGENDA
Board Room
October 13, 2009
6:30 PM
Public Hearing on School FIRST
Financial Accountability Rating System

Notice is hereby given that Assistant Superintendent Lisa Fincher will conduct a School FIRST public hearing on October 13, 2009 in the board room of the administration building, 303 W. Knox, Ennis, Texas. A majority of the Board of Trustees of Ennis ISD may be in attendance at the FIRST hearing but will not convene or conduct District business.

1. Call meeting to order
2. Overview of School FIRST (Financial Integrity Rating System of Texas) 2
3. Ennis ISD Superior Achievement Rating
4. Public comments on the report
5. Adjourn



Kathy Willingham
Administrative Assistant to the Superintendent

October 13, 2009
Date

Schools FIRST

Financial Integrity Rating System of Texas

This is the seventh year of Schools FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of Schools FIRST is to achieve quality performance in the management of school districts' financial resources.

The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being "Superior Achievement", followed by "Above-Standard Achievement," "Standard Achievement" and "Substandard Achievement." Districts with serious data quality problems may receive the additional rating of "Suspended-Data Quality."

Ennis Independent School District once again received a rating of "Superior Achievement." Ennis Independent School District has received a rating of "Superior Achievement" in all seven years of the Schools FIRST existence. This rating shows that Ennis Independent School District is accountable not only for student learning, but also for achieving these results cost-effectively and efficiently.

Ennis ISD will hold a public meeting at 6:30 p.m. on Tuesday, October 13, 2009 to discuss the 2007-2008 Schools FIRST rating.

YEAR

2007-2008

Select An Option

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FIRST

Financial Integrity Rating System of Texas

2007-2008 DISTRICT STATUS DETAIL

Name: ENNIS ISD(070903)		Publication Level 1: 6/8/2009 4:39:05 PM	
Status: Passed		Publication Level 2: 8/25/2009 1:41:58 PM	
Rating: Superior Achievement		Last Updated: 8/25/2009 1:41:58 PM	
District Score: 81		Passing Score: 55	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	8/21/2009 4:42:24 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	8/21/2009 4:42:25 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	8/21/2009 4:42:26 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	8/21/2009 4:42:27 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	8/21/2009 4:42:29 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	8/21/2009 4:42:29 PM	Yes

			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	8/21/2009 4:42:30 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	8/21/2009 4:42:30 PM	5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	8/21/2009 4:42:31 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$250.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	8/21/2009 4:42:32 PM	1
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	8/21/2009 4:42:32 PM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	8/21/2009 4:42:33 PM	5
13	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Functions 11, 36, 93, 95) (Phased in over three years, 55% for 2006-2007; 60% for 2007-2008; and 65% for 2008-2009)</u>	8/21/2009 4:42:33 PM	3
14	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)</u>	8/21/2009 4:42:35 PM	3
15	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	8/21/2009 4:42:35 PM	5
16	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance</u>	8/21/2009 4:42:36 PM	5

	<u>Deficit Situation)</u>		
17	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	8/21/2009 4:42:40 PM	5
18	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	8/21/2009 4:42:42 PM	5
19	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	8/21/2009 4:42:43 PM	5
20	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	8/21/2009 4:42:43 PM	5
21	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>	8/21/2009 4:42:47 PM	5
22	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	8/21/2009 4:42:49 PM	5
23	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	8/21/2009 4:42:49 PM	5
24	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	8/21/2009 4:42:50 PM	4
			81 Weighted Sum
			1 Multiplier Sum
			81 Score

DETERMINATION OF RATING

A.	Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? OR Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is Substandard Achievement .	
B.	Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-24)	
	Superior Achievement	75-85 and Yes to indicator 7
	Above Standard Achievement	65-74 or >= 75 and No to indicator 7
	Standard Achievement	55-64
	Substandard Achievement	<55 or No to one default indicator

INDICATOR 19 & 20 RATIOS

Indicator 19	Ranges for Ratios		Indicator 20	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

OPTIONS



Suspension Reason.

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

THE TEXAS EDUCATION AGENCY

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

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

§

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the ____ day of June, 2009, by and between the Board of Trustees (the "Board") of the Ennis Independent School District (the "District") and Dr. Barbara Qualls (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:

I. 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, 2009, and ending on June 30, 2012. 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 Texas Education Code 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 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. 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 performance or 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 shall 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.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$155,000.00). 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. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. 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 may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as 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 as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. Accrued but unused vacation days shall accumulate from year to year during the term of this Contract. Accrued but unused sick leave days shall accumulate from year to year during the term of this Contract. Upon the termination or expiration of this Contract, the Superintendent shall be entitled to receive payment for the Superintendent's accrued and accumulated but unused vacation that accrued while at Ennis ISD, at the Superintendent's then current daily rate of pay computed by dividing the Superintendent's annual salary by 226.

3.4 **Insurance.** The District shall pay the premiums for hospitalization/major medical/health insurance, including dental and vision insurance, coverage for the Superintendent and shall provide her with all other benefits on the same basis as other twelve-month administrative employees of the District.

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, subject to board approval. The Board shall

3.9 **Moving/Relocation Expense.** In connection with the necessary relocation of the Superintendent to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's belongings. The Superintendent shall solicit and receive at least two (2) bids from moving companies and shall select the company offering the lowest bid. The Superintendent shall document all expenses with receipts, cancelled checks or credit card statements and the District shall reimburse the Superintendent for all such documented expenses, within thirty (30) days of the District's receipt of such documented expenses.

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 ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent 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 Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board 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.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal 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, containing reasonable notice of the reason for the proposed

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, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships (subject to Board approval) necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense 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. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in two (2) local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 Outside Consultant Activities. Upon prior Board approval, 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. Such actual or incidental costs may include, but are not limited to, gasoline for rental cars or district owned cars, mileage reimbursement at standard District mileage rate for use of personal vehicle, 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.

nonrenewal, not later than 45 days before the last day of the contract term, containing reasonable notice of 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 Ellis 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 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.

ENNIS INDEPENDENT SCHOOL DISTRICT

By: _____

Mack A Boyd
President, Board of Trustees

ATTEST:

By *Larry W. Treadway*
Secretary, Board of Trustees

Executed this 18 day of June, 2009.

SUPERINTENDENT

By: *Barbara Qualls*
Df. Barbara Qualls

Executed this 18 day of June, 2009.

ENNIS INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

June 18, 2009
Called Meeting
7:00 PM

The Board of Trustees of the Ennis Independent School District met in a called meeting at 7:00 PM on, Thursday, June 18, 2009 in the board room of the administration building at 303 W. Knox Street in Ennis, Texas. Present were President Mack Boyd, DVM, Secretary Larry Treadaway, DDS, Vice President David Estes and Board Members Miles Strunc, Walter Beasley, and Conni Durbin. Pete Bibby was not in attendance.

Attending from the school district were Transitional Superintendent Bill Chapman; Administrative Assistant to the Superintendent Kathy Willingham; Deputy Superintendent Richard Skuza, Ed. D; Assistant Superintendent of Curriculum and Assessment Kathy Cikanek; Communications Director Henry Martinez; Tax Assessor Janice McAda; Athletic Director Bill Cox; Program Development Specialist Diana Freeman Ed. D; Director of Technology Scott Short; Chief of Police Ross Jones; Owner's Representative Greg Burns; Curriculum Directors Keith Larson and Brian Fry; Instructional Technology Specialist Kim Hollingsworth; Library Media Specialist Donna Montgomery; Director of Special Education Rhonda Simpson; Principals Orlando Vargas, Dee-Dee Gryder, Linda Southard, Lori Redning, Bobby White, Kay Skuza, Ryan McCabe, Jan White and D.L. Chambers. Also in attendance were the press and several visitors.

President Mack Boyd called the meeting to order at 7:00 PM, and Larry Treadaway gave the invocation.

Motion was made by Walter Beasley, seconded by Miles Strunc to adopt the agenda as presented. Motion carried unanimously.

President Boyd stated the board will go into closed/executive session, in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, Section 551.074.

If any action is to be taken it will be taken in regular session, in accordance with Texas Government Code, Chapter 551, Subchapter E, Section 551.102.

President Boyd stated that the board will reconvene to regular session.

Motion was made by David Estes, seconded by Miles Strunc, to approve employment contract for Barbara Qualls, Ph.D. as Superintendent of Ennis Independent School District, effective July 1, 2009, per attachment. Motion carried unanimously.

Motion was made by Conni Durbin, seconded by Walter Beasley, to authorize Barbara Qualls, Ph.D. to sign on behalf of Ennis Independent School District, any and all school related documents as required, effective July 1, 2009. Motion carried unanimously.

Motion was made by Walter Beasley, seconded by David Estes, to adjourn to reception honoring Superintendent Barbara Qualls, Ph.D. Motion carried unanimously.

President, Board of Trustees
Ennis Independent School District

Secretary, Board of Trustees
Ennis Independent School District

Date Approved and Signed

**Ennis Independent School District
School First Required Disclosures
Fiscal Year 2008**

Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008	Superintendent	Board Members						
		Place 1 Mack Boyd	Place 2 Miles Strunc	Place 3 Walter Beasley	Place 4 David Estes	Place 5 Pete Bibby	Place 6 Larry Treadaway	Place 7 Conni Durbin
Meals	\$ 1,362.99	\$ 130.00	\$ 105.00	\$ 145.00	\$ 130.00	\$ 75.00	\$ 30.00	\$ 30.00
Lodging	\$ 3,186.60	\$ 577.06	\$ 717.22	\$ 886.17	\$ 717.22	\$ 379.32	\$ 337.90	\$ 337.90
Transportation	\$ 669.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Fuel	\$ 1,790.25	\$ 76.14	\$ 76.14	\$ 76.14	\$ 76.14	\$ 32.40	\$ 43.74	\$ 43.74
Other	\$ 119.41	\$ 49.82	\$ 29.82	\$ 62.31	\$ 49.82	\$ 20.00	\$ 9.82	\$ 9.82
Total	\$ 7,128.50	\$ 833.02	\$ 928.18	\$ 1,169.62	\$ 973.18	\$ 506.72	\$ 421.46	\$ 421.46

Outside Compensation and/or fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2008	
Name(s) of Entity(ies)	
None	

**Ennis Independent School District
 School First Required Disclosures
 Fiscal Year 2008**

Gifts Received by the Executive Officer(s) and Board Members in Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008	Superintendent	Board Members						
		Place 1 Mack Boyd	Place 2 Miles Strunc	Place 3 Walter Beasley	Place 4 David Estes	Place 5 Pete Bibby	Place 6 Larry Treadaway	Place 7 Conni Durbin
None								

Business Transactions Between School District and Board Members for Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008	Superintendent	Board Members						
		Place 1 Mack Boyd	Place 2 Miles Strunc	Place 3 Walter Beasley	Place 4 David Estes	Place 5 Pete Bibby	Place 6 Larry Treadaway	Place 7 Conni Durbin
None								