



Financial Integrity Rating System of Texas

**2007-2008 DISTRICT STATUS DETAIL**

<b>Name:</b> SOCORRO ISD(071909)	<b>Publication Level 1:</b> 6/8/2009 4:39:05 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/25/2009 1:41:58 PM
<b>Rating:</b> Superior Achievement	<b>Last Updated:</b> 8/25/2009 1:41:58 PM
<b>District Score:</b> 85	<b>Passing Score:</b> 55

#	Indicator Description	Updated	Score
1	Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?	5/13/2009 1:39:40 PM	Yes
2	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)	5/13/2009 1:39:41 PM	Yes
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	5/13/2009 1:39:41 PM	Yes
4	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)?	5/13/2009 1:39:41 PM	Yes
5	Was There An Unqualified Opinion in Annual Financial Report?	5/13/2009 1:39:41 PM	Yes
6	Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?	5/13/2009 1:39:41 PM	Yes
			Multiplier : Sum
7	Did the Districts Academic Rating Exceed Academically	5/13/2009	J 5

	i Unacceptable?		i 1:39:42 PM	
8	: Was <u>The Three-Year Average Percent Of Total Tax Collections</u> : <u>(Including Delinquent) Greater Than 98%</u> ?		5/13/2009 1:39:42 PM	; 5
9	j Did <u>The Comparison Of PEIMS Data To Like Information In Annual</u> : <u>Financial Report Result In An Aggregate Variance Of Less Than 3</u> : <u>Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>		J 5/13/2009 i 1:39:43 PM	5
10	j Were Debt <u>Related Expenditures (Net Of IFA And/Or EDA Allotment)</u> : = < \$250.00 Per <u>Student?</u> (If The District's Five-Year Percent Change i In <u>Students = Or &gt;.....7%, Or If Property Taxes Collected Per Penny Of</u> ; Tax Effort > 5200,000 Per Student)		5/13/2009 1:39:43 PM	
11	: Was Th ere No <u>Disclosure In The Annual Audit Report Of Material</u> <u>Noncompliance?</u>		i 5/13/2009 i 1:39:43 PM	: 5
12	1 Did The District Have Full <u>Accreditation Status In Relation To</u> : <u>Financial Management Practices?</u> (e.g. No Conservator Or Monitor • Assigned)		! 5/13/2009 1:39:43 PM	! 5
13	i Was The <u>Percent Of Operating Expenditures Expended For</u> i <u>Instruction More Than 65%?</u> (Functions 11, 36, 93, 95) (Phased in i over three years, 55% for 2006-2007; 60% for 2007-2008: and : <u>65% for 2008-2009)</u>		i 5/13/2009 i 1:39:44 PM	1 3
14	í Was The <u>Percent Of Operating Expenditures Expended For</u> <u>Instruction More Than or equal to 65%?</u> (Functions 11, 12, 31, 33, 36, 93, 95)		j 5/13/2009 i 1:39:44 PM	3
15	1 Was The <u>Aggregate Of Budgeted Expenditures And Other Uses Less</u> <u>Than The Aggregate Of Total Revenues, Other Resources and Fund</u> <u>Balance In General Fund?</u>		j 5/13/2009 j 1:39:45 PM	: 5
116	If The District's <u>Aggregate Fund Balance In The General Fund And</u> <u>Capital Projects Fund Was Less Than Zero, Were Construction</u> <u>Projects Adequately Financed?</u> (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)		j 5/13/2009 i 1:39:45 PM	i 5
17	Was The <u>Ratio Of Cash And Investments To Deferred Revenues</u> (Excluding Amount Equal To Net Delinquent Taxes Receivable) In <u>The General Fund Greater Than Or Equal To lj_l?</u> (If Deferred Revenues <u>Are Less Than Net Delinquent Taxes Receivable</u> )		1 5/13/2009 i 1:39:45 PM	i 5
18	i Was The Administrative <u>Cost Ratio Less Than The Threshold Ratio?</u>		j 5/13/2009 1:39:46 PM	5

19	i	Was The Ratio Of Students To Teachers Within the Ranges Shown ; Below According To District Size?	: 5/13/2009 1:39:46 PM	: 5
20		Was The Ratio Of Students To Total Staff Within the Ranges Shown : Below According To District Size?	i 5/13/2009 1:39:46 PM	i 5
21	!	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?	i 5/13/2009 ! 1:39:46 PM	5
22	1	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)	' 5/13/2009 j 1:39:47 PM	[ 5
23		Was The Aggregate Total Of Cash And Investments In The General ; Fund More Than \$0?	: 5/13/2009 I 1:39:47 PM	I 5
24		Were Investment Earnings In All Funds (Excluding Debt Service ; Fund and Capital Projects Fund) More Than \$20 Per Student?	; 5/13/2009 : 1:39:47 PM	4
				85 Weighted Sum
				1 Multiplier Sum
				85 Score

## DETERMINATION OF RATING

A. i 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**.

i Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-24)

i **Superior Achievement** : 75-85 and Yes to indicator 7

i **Above Standard Achievement** i 65-74 or >= 75 and No to indicator 7

i **Standard Achievement** j 55-64

i **Substandard Achievement** i <55 or No to one default indicator

## INDICATOR 19 & 20 RATIOS

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

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

### OPTIONS

Suspension Reason.

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

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

School FIRST Annual Financial Management Report

New reporting requirements are effective for the financial management report that will be distributed at the School FIRST public hearing in September 2009. Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005 TEA would like to acknowledge TASBO, TASB, and the Coordinating Task Force for their assistance in developing this template. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing, it may not be all inclusive.

**Superintendent's Current Employment Contract**

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

**Reimbursements Received by the Superintendent and Board Members**

For the Twelve-Month Period Ended August 31, 2008	Superintendent	terim Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Members	Board Member 6	Board Member?
Description of Reimbursements	Sylvia P. Atkinson	Mary Benham	Craig Patton	Raymundo Rodriguez	Karen P. Blaine	George L. Salas	Joe A. Sarabia	Antonio Ayub	Guillermo Gandara
Meals	250.00	42.00	160.00	440.00	160.00	520.00	160.00	160.00	160.00
Lodging				9.00		8.16			
Transportation		55.50		341.50		106.39			
Motor Fuel				65.05					
Other									
<b>Total</b>	<b>\$250.00</b>	<b>\$97.50</b>	<b>\$160.00</b>	<b>\$855.55</b>	<b>\$160.00</b>	<b>\$634.55</b>	<b>\$160.00</b>	<b>\$160.00</b>	<b>\$160.00</b>

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:  
 Meals - Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).  
 Lodging - Hotel charges.  
 Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).  
 Motor fuel - Gasoline.  
 Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

**Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services**

For the Twelve-Month Period Ended August 31, 2008	Amount Received
Name(s) of Entity(ies)	\$
Total	\$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period Ended August 31, 2008	terim Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member?	
	Sylvia P. Atkinson	Mary Benham	Craig Patton	Raymundo Rodriguez	Karen P. Blaine	George L. Salas	Joe A. Sarabia	Antonio Ayub	Guillermo Gandara
Total	None	None	None	None	None	None	None	None	

Note - An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period Ended August 31, 2008	Soard Member 1 Craig Patton	Board Member 2 Raymundo Rodriguez	Board Member 3 Karen P. Blaine	Board Member 4 George L. Salas	Board Member 5 Joe A. Sarabia	Board Members Antonio Ayub	Board Member 7 Guillermo Gandara
Amounts	None	None	None	None	None	None	None

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

**SOCORRO INDEPENDENT SCHOOL DISTRICT  
EMPLOYMENT CONTRACT OF SUPERINTENDENT**

This Employment Contract of Superintendent (this "Contract") is made and entered into effective as of May 5, 2009 between the SOCORRO INDEPENDENT SCHOOL DISTRICT, El Paso County, Texas ("School District") and GUADALUPE XAVIER DE LA TORRE, Ed.D. (hereinafter referred to as "Superintendent").

**1. Employment.** The School District hereby employs Superintendent as Superintendent of Schools pursuant to the terms and conditions set forth herein and Superintendent hereby accepts the employment. The Superintendent cannot be re-assigned from the position of Superintendent to another position without the Superintendent's express written consent.

**2. Term.** The term of this Contract shall be for three (3) years commencing on July 1, 2009 and concluding on June 30, 2012. If Superintendent is able to secure release from his current employment earlier than July 1, 2009, Superintendent may commence work prior to that date, and the term of this Contract shall be extended by the number of days the Superintendent is able to work prior to July 1, 2009. The term of this Contract may be extended for one or more years within the limits provided by law, provided that any extension is agreed upon by the parties and evidenced by a written amendment to this Contract or a new Contract. The School District has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the Contract term.

**3. Duties.** Superintendent shall faithfully perform all duties of the position of Superintendent of the School District in accordance with School District policies and applicable laws, and shall be the educational leader and chief executive officer of the School District. Superintendent shall comply with and perform any duties or obligations required under Board directives, policies, regulations or state law, and such other duties or requirements as from time assigned or directed by the Board of Trustees of the School District. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent, his contract and board policy. The Superintendent shall perform the duties of the Superintendent of Schools for the School District with reasonable care, diligence, skill and expertise and shall devote his full and exclusive time, skill, labor, and attention necessary to efficiently facilitate the successful operation of the School District during the term of this term contract. It shall specifically be the duty of the Superintendent to recommend for employment all professional employees of the School District, subject to the Board's approval, in accordance with state law. Superintendent shall have the further duty to direct, assign, re-assign and evaluate all employees, organize, re-organize and arrange staff, establish administrative regulations, rules and procedures.

**4. Professional Certification; Representations.**

**A. 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 Texas Education Agency, and all other certificates required by law. In the event the Superintendent shall not 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, or shall lose such certificate, this Contract shall be null and void, and School District shall no longer be obligated hereunder.

**B. Representation.** Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required record or in the Employment Application may be grounds for termination or nonrenewal, as applicable.

**C. Criminal History.** Superintendent acknowledges that a criminal history record acceptable to the School District, at its discretion, is a condition precedent to this Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest to a guilty plea or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing or in accordance with applicable Board policy.

## **5. Compensation and Benefits.**

**A. Salary.** The Superintendent shall be paid an annual salary of \$ 240,000.00 during the term of this Contract, subject to any increases and adjustments as the School District and Superintendent may agree in writing, which shall be paid in equal installments consistent with School District policies. In the event the Superintendent should begin working prior to July 1, 2009, the Superintendent shall be paid at his per diem rate based on the annual salary for a 226 day work year. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of Superintendent, but in no event shall the Superintendent be paid less than the annual Salary set forth herein, except by written mutual agreement.

**B. Automobile Allowance.** The School District shall pay Superintendent the sum of \$700.00 per month as an automobile allowance to reimburse Superintendent for travel to destinations within El Paso County, Texas. The monthly payment should be paid to the Superintendent in a lump sum payment each month and will serve as a stipend for in-district traveling expenses. The Superintendent shall be solely responsible for any tax consequences resulting from the receipt of this expense reimbursement allowance and shall defend, indemnify and hold the School District harmless from all such tax consequences.

**C. Expense Allowance.** In lieu of reimbursement of actual and necessary business expenses, the School District shall pay the Superintendent the sum of \$625.00 per month as an allowance for various expenses incurred by Superintendent in connection with conducting School District business and performing the duties of Superintendent within El Paso County, Texas including all expenses relating to the Superintendent's cellular telephone. Superintendent shall maintain a personal account with a cellular telephone service and shall not open an account in the name of the School District. The Superintendent shall have total responsibility for payment of his personal account and the School District shall have no obligation or responsibility related to the cellular telephone account other than the monthly payment to the Superintendent of the expense allowance stated herein. The School District will provide Superintendent with a Blackberry or similar equipment at School District expense in accordance with the School District's procedures for providing such equipment to key administrators. The Blackberry will provide for voice communication with key administrators and email functions.

**D. Health Benefits.** During the term of this Contract, the School District shall pay the premiums for and provide health benefits covering the Superintendent and Superintendent's dependents under the School District's health program equivalent to the health benefits provided by School District to all of its full-time professional employees. The Superintendent shall be entitled to any additional health or insurance benefits as provided by the School District to professional employees. Commencing September 1, 2009, the School District's health plan will provide changed coverages. After September 1, 2009 the Superintendent and his dependents will be covered under what is currently called the High Plan.



**E. Travel Expenses.** The School District shall reimburse the Superintendent for reasonable expenses incurred in the continuing performance of the duties under this Contract for travel to destinations outside of El Paso County, Texas. The School District shall pay actual and incidental costs incurred by Superintendent for such travel, such costs may include, but not be limited to, gasoline, airline transportation, hotels and accommodations, meals, rental car and other expenses reasonably incurred in the performance of the business of the School District. The Superintendent shall comply with all procedures and documentation requirements in accordance with School District policies.

**F. Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the School District.

**G. Professional Meetings and Growth.** The Superintendent shall devote his full and exclusive time, attention and energy to the successful direction, administration and supervision of the School 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 participation of the Superintendent in pertinent education seminars and courses offered by public and private institutions or by educational associations, as well as the participation and 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 to the School District. In its encouragement of the Superintendent to grow professionally, the School District shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend seminars, courses or meetings. The School District shall use its best efforts to provide in the School District's budget sufficient sums for such professional development by the Superintendent. The School District shall pay for the Superintendent's membership dues for the American Association of School Administrators and Texas Association of School Administrators. The School District may pay for other memberships if the Board deems it in the interest of the School District.

**H. Time.** Except as expressly provided in this Agreement, the Superintendent shall devote his full and exclusive time and attention to the successful performance of duties required under this Contract. The Superintendent shall be entitled to personal leave days each year in accordance with School District policies and applicable state law, and these may be accumulated from year to year as provided by the policies of the School District. The Superintendent shall be entitled to the appropriate number of nonworking days as afforded to twelve month employees on an annual basis and these days may be accumulated and carried forward in accordance with School District policies.

**I. Computer.** The School District shall provide to the Superintendent a desktop and a laptop computer, for the Superintendent's professional and incidental personal use.

**J. Moving/Relocation Expense Reimbursement.** In connection with the necessary relocation of the Superintendent to the School District, the School District shall pay or reimburse the Superintendent for reasonable and necessary expenses in moving the Superintendents' family and their belongings not to exceed \$8,000.00. The Superintendent shall submit documents and receipts evidencing the reasonable cost of the travel and relocation of the Superintendent and his family for payment or reimbursement by the School District. The Superintendent shall obtain three estimates of the cost of moving from his current residence to El Paso County, Texas and shall provide those to the School District. Unless otherwise agreed by the School District and the Superintendent, the lowest estimate shall be the amount of the payment or reimbursement to the Superintendent for moving and relocation expenses. Upon agreement by the School District and Superintendent as to which estimate to accept, the School District shall issue a

purchase order and shall pay the moving expense directly to the company providing moving services.

**K. Temporary Lodging Expenses.** The School District agrees to pay for the actual cost of the Superintendent's lodging at the Residence Inn, 6355 Gateway West, El Paso, Texas or comparable lodging, for up to 45 days from the effective date of this Contract for the purpose of transitioning to the School District and to secure permanent housing as provided in Section 11 of this Contract.

**L. Sick Leave.** The Superintendent shall accrue state and local sick leave in accordance with applicable state law and Board policy.

**6. Indemnification; Liability Insurance.**

**A. Indemnification; Defense of Litigation.** To the extent allowed by applicable law, the School District shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or official capacity as agent and Superintendent of the School District, provided the incident arose while Superintendent was acting within the course and scope of his employment. Such indemnification shall not cover any acts which are criminal, intentional violations of law or policy, or which arose due to actions of Superintendent not within the course and scope of his employment. If conflict exists with respect to the defense of any claim between the legal position of the Superintendent and the legal position of the School District, the Superintendent may engage independent counsel. The School District shall not be obligated to pay the legal fees of Superintendent in the event the Superintendent presents a claim against the School District or commences litigation against the School District. In no event shall the School District be liable to expend any funds or take any actions in violation of applicable state law.

**B. Liability Insurance.** In the event the School District obtains a liability insurance policy covering the School District, the Board of Trustees and the employees of the School District, the School District shall also maintain such liability insurance coverage for the Superintendent under such policy. This provision shall not require the School District to maintain such insurance coverage for the Superintendent unless such policy is obtained to cover the Board of Trustees, the School District and other Superintendents.

**C. Survival.** The provisions of this paragraph 6 shall survive the termination of this Contract.

**7. Evaluation of Superintendent.** The School District shall annually evaluate and assess the performance of Superintendent in accordance with School District policies. The Board may also, at its discretion, provide informal assessments and direction throughout the year to the Superintendent regarding the Superintendent's priorities, performance and attainment or progress with respect to the annual goals for the School District. The Superintendent shall provide the Board with such information as is reasonably necessary for it to perform the annual evaluation of the Superintendent. The annual evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. Among the criteria to be considered in the evaluation are the performance goals required to be submitted each year to the Board by the Superintendent. The criteria for which the Superintendent will be evaluated shall be specific, definitive, and measurable. The Board of Trustees of the School District, with advice from the Superintendent, may develop a form for the written evaluation and assessment of the Superintendent's performance. In the event the Board determines that the evaluation instrument, format and/or procedure should be modified, the Board shall provide notice to the Superintendent of such modification in order to allow the Superintendent a reasonable time to perform under the modification. The

evaluation of the Superintendent shall at all times be conducted in closed session and shall be deemed confidential, to the extent permitted by state law. Nothing shall prohibit the Board or the Superintendent from sharing the contents of the Superintendent's evaluation with their respective legal counsel. If the Board determines that the Superintendent's evaluation is "satisfactory", "meets expectations" or the equivalent, the term of the Superintendent's Contract shall be extended one (1) year.

**8. Board/Superintendent Relations.**

**A. Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed sessions, with the exception of those closed sessions devoted to any action or lack of action on the Superintendent's Contract, the Superintendent's salary or benefits set forth in the Contract, the Superintendent's evaluation, to discuss interpersonal relationships between individual Board members or Board members and the Superintendent, or when the Board is acting as a tribunal. The Board reserves the right to direct the Superintendent to be excused from any executive session that it deems in the best interest of the School District. The Superintendent shall serve as an ex-officio member of all Board and citizen committees. The Superintendent shall provide administrative recommendations on each item of business considered by the Board of Trustees or any Board committee. In the event of illness or a Board approved absence, the Superintendent's designee shall attend such meetings.

**B. Criticisms, Complaints and Suggestions.** The Board, individually and collectively, in a timely manner, shall refer all substantive criticisms, complaints, and suggestions called to a Board member's attention or the attention of the entire Board either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent may refer such matter to the appropriate School District employee to investigate such matters 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 School District policies.

**C. Performance Goals.** The Superintendent shall submit to the Board each year, at such time designated by the Board, a preliminary list of performance goals for the District. The goals approved by the Board shall at all times be specific, definitive, measurable, and reduced to writing. These performance goals shall be among the criteria for which the Superintendent's performance is reviewed and evaluated.

**9. Renewal/Nonrenewal.** Renewal or nonrenewal of the Superintendent's Contract shall be in accordance with Board policy and applicable law.

**10. Termination of Employment Contract.** This Contract may be terminated prior to the end of its term for the following reasons: (i) mutual written agreement of the parties, (ii) retirement or death of the Superintendent, or (iii) discharge of the Superintendent for good cause. In the event the School District proposes to terminate this Contract based discharge for good cause, the School District shall provide written notice to the Superintendent and afford the Superintendent all rights as set forth in Board policies and applicable state and federal law.

**11. Residency.** Superintendent shall maintain his residence within the boundaries of the School District, as those boundaries now exist. This covenant shall begin within 120 days of the official start date and shall continue throughout the term of this Contract.

**12. Miscellaneous.**

**A. Entire Agreement.** This Contract constitutes the entire agreement between the

parties respecting the subject matter hereof, and supercedes all prior and contemporaneous agreements and understandings, whether written or oral.

**B. Governing Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in El Paso County, Texas.

**C. Amendment.** This Contract may not be amended except by written agreement of the parties dated subsequent to the date hereof.

**D. Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board policies, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board policies.

**E. 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 provisions thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**F. Counterparts.** This Contract is being executed in a number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument.

**EXECUTED** as of the date first shown above in El Paso County, Texas.

**SCHOOL DISTRICT:**

**SOCORRO INDEPENDENT SCHOOL DISTRICT**

By (-RR)  
KAREN P. BLAINE  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

(A O)  
(Uvales-)  
RAYMU Do RODRIGUEZ, SECKETARY  
BOARD OF TRUSTEES

**SUPERINTENDENT:**

\_\_\_\_\_  
GUADALUPE XAVIÉDE LA TORRE, ED.D.