RATING YEAR 2018-2019 DISTRICT NUMBER district # Select An Option Help



Financial Integrity Rating System of Texas

2018-2019 RATINGS BASED ON SCHOOL YEAR 2017-2018 DATA - DISTRICT STATUS DETAIL

SIMISS BEIMAE	
Name: MESQUITE ISD(057914)	Publication Level 1: 8/7/2019 3:33:27 PM
Status: Passed	Publication Level 2: 8/8/2019 2:06:12 PM
Rating: A = Superior	Last Updated: 8/8/2019 2:06:12 PM
District Score: 98	Passing Score: 60
# Indicator Description	Updated Score

Indicator Description	Updated	Score
Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	8/5/2019 11:05:51 PM	Yes
Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	8/5/2019 11:05:51 PM	Yes
Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)	8/5/2019 11:05:51 PM	Yes
Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	8/5/2019 11:05:51 PM	Yes
Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	8/5/2019 11:05:52 PM	Yes
This indicator is not being scored.		
		1 Multiplie Sum
	the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B. Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B. Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weaknesss.) Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district was in default in a prior fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (TRS), and other government agencies? ### Misch

0/2019	District Status Detail		
6	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)	8/5/2019 11:05:52 PM	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	8/5/2019 11:05:52 PM	10
8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long- term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (See ranges below.)	8/5/2019 11:05:53 PM	8
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	8/5/2019 11:05:53 PM	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	8/5/2019 11:05:54 PM	10
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	8/5/2019 11:05:55 PM	10
12	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)	8/5/2019 11:05:56 PM	10
13	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	8/5/2019 11:05:57 PM	10
14	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	8/5/2019 11:05:57 PM	10
15	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?	8/5/2019 11:05:57 PM	10
			98 Weighted Sum
3			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

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

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

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

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

FIRST 5.7.1.0

School FIRST Financial Management Report - August 31, 2019

Description of								
Weillia alliani	Dr. David vrooniand	Gary Bingham	Kevin Carbo	Greg Everett	Archimdeds Faulkner	Eddie Rose	Robert Seward	Elaine Whitlock
Lodging	\$7,560.27	\$767.55	\$1,395.45	\$1,570.88	\$1,346,02	\$747.58	\$1,360.09	\$1 146 26
Meals/Per Diem	\$908.39	\$408.00	\$816.00	\$918.00	\$824.00	\$408.00	\$841.17	\$714.00
Motor Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transportation	\$4,290.22	\$1,065.39	\$912.00	\$525.51	\$1,414.70	\$313.38	\$969.93	\$493.94
Other - Registrations	\$6,729.95	\$740.00	\$1,135.00	\$1,090.00	\$1,135.00	\$740.00	\$845.00	\$1,135.00
Total	\$19,488.83	\$2,980.94	\$4,258.45	\$4,104.39	\$4,719.72	\$2,208.96	\$4,016.19	\$3,489.20
Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting						-		
and/or Other Personal Services	Amount Received	-					- No.	
Total	\$0.00							
Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)								
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Business Transaction Between School Disrict and Board Members								
Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses/Reimbursements Gary Bingham - Sept. 1, 2017 - August 31, 2018

DATE	Per Diem	AMOUNT LODGING	AMOTINT	A MOLINT TRANSPORTATION	TANTONY			
12/11-17/2017	Team of Eight Training - Milliken			Airfare - AA, Luggage Fee and	\$662.78 Team of E	\$662.78 Team of Eight Training - Milliken -	AMOUNT	GRAND TOTAL
4/7-9/2018	Antonio -	\$408.00 Hyatt Regency	\$767.55	\$767.55 Mileage (54.5 x 554 miles),	\$402.61	\$402.61 Registration - NSBA Convention - San	\$740.00	\$662.78
	Per Diem for 4/6-9/2018			Parking		Antonio	•	2,318.16
					~			
TOTAL		\$408.00	\$767.55		\$1,065.39		\$740.00	\$2,980.94

Expenses/Reimbursements Kevin Carbo - Sept. 1, 2017 - August 31, 2018

DATE	Per Diem	AMOUNT	AMOUNT LODGING	AMOUNT	AMOUNT TRANSPORTATION	AMOUNT OTHER	OTHER	AMOUNT	GBAND TOTAL
4/7-9/2018	NSBA Convention - San Antonio - \$408.00 Per Diem for 4/7-9/2018	\$408.00	Hyatt Regency - San Antonio	\$797.40	\$797.40 Mileage (54.5 x 619.4 miles, Valet Parking, Tips, FedEx Office	\$497.90	Registration - NSBA Convention - San	\$740.00	00 277 00
6/13-	TASB Summer Leadership Institute \$408.00 LaQuinta Inn & Suites - San Antonio - Per Diem for 6/13-16/2018	\$408,00	LaQuinta Inn & Suites	\$598.05	\$598.05 Mileage (54.5 x 554 miles, Parking, Tips	\$414.10	\$414.10 Registration - Summer Leadership Institute - SanAntonio	\$395.00	0.444.25
									1,812.32
TOTAL		\$816.00	The state of the s	\$1,395.45		\$912.00		\$1,135.00	\$4,258.45

Expenses/Reimbursements Greg Everett - Sept. 1, 2017 - August 31, 2018

DATE	MEALS	AMOUNT	AMOUNT LODGING	AMOUNT	AMOUNT TRANSPORTATION	AMOUNT OTHER	TNIIOMA	CDAND TOTAL
2/4-6/2018	2/4-6/2018 NSBA Advocacy Institute - Per	\$510.00	Vertical	\$923.00		\$241.96 NSBA Advocacy Institute -	\$695.00	GRAM IOIAL
	Diem for 2/4-6/2018		Marriott Marquis - Washington		Airfare, Taxi, Parking	Washington, DC)	90 092 6
6/13-	Summer Leadership Institute - Per	\$408.00	\$408.00 Marriott Rivercenter Hotel	\$647.88	\$647.88 Airfare - Southwest Airlines.	\$283.55 Registration - St.1 - San Antonio	£305 DD	000000
16/2018	Diem for 6/13-16/2018				Parking and Taxi			1 727 72
								C#.+C/.t
TOTAL		\$918.00		\$1,570.88		\$525.51	\$1,090.00	\$4.104.39

Expenses/Reimbursements Archimedes Faulkner - Sept. 1, 2017 - August 31, 2018

### AMOUNT OTHER \$546.78 \$46.78 \$46.78 \$46.78 \$46.00 \$468.55 Registration - NSBA Convention - San \$740.00 Antonio \$399.37 Registration - Summer Leadership - \$395.00 \$31.414.70 \$11.13.60	CARD ROAD BURNEY OF RE							17 17/4		
Registration - NSBA Convention - San \$740.00 Antonio Registration - Summer Leadership - \$395.00 SanAntonio	MEALS AMIDONI LODGING	AMOUNT LODGING	LODGING		AMOUNT	AMOUNT TRANSPORTATION	AMOUNT	OTHER	AMOUNT	GRAND TOTAL
Airline, Parking, Taxi \$468.55 Registration - NSBA Convention - San \$740.00 Antonio Mileage (54.5 x 554 miles), \$399.37 Registration - Summer Leadership - \$395.00 Parking SanAntonio S1.414.70	Team of Eight Training - Milliken -	-					\$546.78			
Airline, Parking, Taxi \$468.55 Registration - NSBA Convention - San \$740.00 Antonio Mileage (54.5 x 554 miles), \$399.37 Registration - Summer Leadership - \$395.00 Parking SanAntonio SanAntonio S1.414.70	Spartanburg, SC					Airline				\$546.78
Mileage (54.5 × 554 miles), \$399.37 Registration - Summer Leadership - \$395.00 Parking SanAntonio SanAntonio SanAntonio	4/7-9/2018 NSBA Convention - San Antonio - \$416.00 Hyatt Regency Per Diem for 4/7-9/2018	\$416.00 Hyatt Regency	Hyatt Regency			Airline, Parking, Taxi	\$468.55	Registration - NSBA Convention - San	\$740.00	
Mileage (54.5 x 554 miles), \$399.37 Registration - Summer Leadership - \$395.00 Parking SanAntonio SanAttonio S1.414.70	ļ	* CO CO CO					$\overline{}$	Antonio		2,3/2.51
Parking SanAntonio SanAntonio S1.414.70	Summer Leagership institute - San \$408.00 Laquinta Inn & Suites	\$408.00 Laquinta Inn & Suites	Laquinta Inn & Suites		\$598.06	Mileage (54.5 \times 554 miles),		Registration - Summer Leadership -	\$395.00	
\$1.414.70 \$1.414.70	Antonio - Per Diem for 6/14.					Parking		SanAntonio		
SI.414.70 SI.35.00	16/2018					TOTAL MARKET MAR				1,800.43
\$1.414.70 S1.414.70								THE PROPERTY OF THE PROPERTY O		
\$1.414.70										
\$1.414.70										
\$1.414.70	TOTAL	The state of the s	TANAMININA MARKATANA AND AND AND AND AND AND AND AND AND	1				A. C.		
	\$824.00	\$824.00		I I	\$1,346.02		\$1.414.70		\$1 135 00	\$4 719 72

Expenses/Reimbursements

2018
31,
August
١,
2017
₩,
Sept.
1
Rose
Eddie

DATE	DATE MEALS AMOUNT	AMOUNT	AMOUNT LODGING	AMOUNT	AMOUNT TRANSPORTATION	AMOUNT	OTHER	AMOUNT	GRAND TOTAL
4/7-9/2018	NSBA Convention - San Antonio - per Diem for 4/7-9/2018		Hyatt Regency - San Antonio	\$747.58	Mileage (54.5 x 575 miles)	\$313.38 Registrati	Registration - NSBA Convention	\$740.00	\$2,208.96
					No. of Contract of				
-									
TOTAL		\$408.00		S747.58		\$313.38		\$740.00	\$2,208.96

Expenses/Reimbursements Robert Seward - Sept. 1, 2017 - August 31, 2018

DATE	MEALS/Per Diem	AMOUNT LODGING	AMOUNT	AMOUNT TRANSPORTATION	AMOUNT OTHER	OTHER	AMOUNT	GRAND TOTAL
12/11- 13/2017	Team of Bight Training - Milliken	\$30.00		THE OWNER WHEN THE PARTY OF THE				\$30.00
12/06/17	Friends of Texas Public Schools	\$68.03	\$111.18		\$245.17		\$150.00	200
	Gala - Waco - per Diem for			Milease (419 miles @ 54.5) and))))	
	12/6/2017	Residence Inn - Waco		Parking		Registration - FOTPS		\$574.38
2/29-	Midwinter Conference - Austin -	\$153.00 Hyatt Regency	\$325.91	\$325.91 Mileage (420 miles @ 54.5) and	\$238.90			
30/2018	per Diem for 1/29-30/2018		. 22 Salita	Taxi				717.81
2/4-6/2018	2/4-6/2018 NSBA Advocacy Institute -	\$510.00 Marriott Marquis - Washington	\$923.00	\$923.00 Airfare and Taxi	\$182.96	Registration - NSBA Advocacy	\$695.00	
	Washington - per Diem for 2/4-					Institute		
	6/2018							2,310,96
02/15/18	TASB Governmental Relations -	\$68.34		Mileage (418 miles @ 54.5) and	\$238.28	17777		
	Austin - per Diem for 2/15/18			Tolls				306.62
02/21/18	Region 10 Grassrooms - Plano			Mileage (52 miles @ 54.5)	\$27.82			27.82
05/29/18	TASB Accreditation Initiative -	\$11.80		Mileage (37 miles @ 54.5) and	\$36.80			
	Austin	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O		Parking				48.60
						Transmission and the state of t		
								-
	The state of the s	THE THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRE						
TOTAL		884117	01 200 00		00 000	-		
TO YOU		/T-T+00	31,300.09		5969.93		\$845.00	\$4,016.19

Expenses/Reimbursements Elaine Whitlock - Sept. 1, 2017 - August 31, 2018

DATE	MEALS	AMOUNT	AMOUNT LODGING	AMOUNT	AMOUNT TRANSPORTATION	AMOUNT OTHER	OTHER	TNIOMA	CD AND TOTAL
4/7-9/2018	4/7-9/2018 NSBA Convention - San Antonio - \$306.00 per Diem for 4/7-9/2018	\$306.00	Hyatt Regency	\$498.38	\$498.38 Airfare - Southwest Airlines, taxi and parking	\$256.97	Registration - NSBA Convention	\$740.00	\$1 801 25
6/14- 16/2018	Summer Leadership Institute - San \$408.00 Marriott Rivercenter Hotel Antonio - per Diem for 6/15-	\$408.00	Marriott Rivercenter Hotel	\$647.88	\$647.88 Airfare - Southwest Airlines and Taxi	\$236.97	\$236.97 Registration - Summer Leadership Institute	\$395.00	01,001.00
	16/2018								1,687.85
TOTAL	1,000,000	\$714.00		\$1,146.26		\$493,94		\$1.135.00	83.489.20

SUPERINTENDENT'S CONTRACT

January 14, 2019

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This contract of employment is made and entered into on the date last written below by and between the Board of Trustees of Mesquite Independent School District ("MISD") and Dr. David Vroonland ("Superintendent").

WITNESSETH:

- Employment. MISD hereby employs Superintendent as Superintendent of Public Schools in and for MISD.
- 2. <u>Duties of Superintendent</u>. Superintendent shall, in consideration of the salary stipulated herein, perform the duties and responsibilities of Superintendent in accordance with reasonable performance indicators, based upon generally accepted educational standards in similar school districts in the State of Texas, which may be adopted by MISD from time to time, and which performance meets expectations, in accordance with the duties as required by this contract, the school laws of the State of Texas and such rules, regulations and policies as may be promulgated by MISD. Superintendent shall, at all times during the term of this contract, meet MISD and State qualifications, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency, as well as such other certificates as may be required by law.

Any determination that Superintendent's performance does not meet expectations or constitutes a significant problem shall be based upon actual evidence of such deficiency. No action shall be taken against Superintendent as a result of his performance not meeting expectations or because same represents a significant problem unless MISD first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such deficiency.

- 3. **Reassignment**. During the term of this contract, Superintendent may not be reassigned from the position of Superintendent, to another position, without Superintendent's express, prior, written consent.
- 4. <u>Termination</u>. After July 1, 2019, Superintendent shall not ask for a release from this contract without first obtaining the prior written consent of MISD.

MISD may dismiss Superintendent during the term of this contract only for good cause. For the purposes of this contract, "good cause" shall mean:

- a. conviction of a felony or other crime involving moral turpitude;
- b. violation of the terms of this contract;
- c. failure of Superintendent to hold and maintain valid certificates required by the State of Texas;
- d. disability, not otherwise protected by law, that impairs performance of the required duties of superintendent for a continuous period in excess of six (6) months;
- e. retirement or death of Superintendent; or

- f. the mutual agreement of Superintendent and the Board of Trustees to terminate this contract.
- 5. <u>Term.</u> Superintendent is hereby employed for a term of five (5) years, consisting of the 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024, school years, commencing on July 1, 2019 and ending June 30, 2024.
- 6. <u>Salary</u>. As compensation for Superintendent's services, MISD agrees to pay Superintendent a minimum annual salary of \$341,250.00. During the term of this contract, Superintendent's salary may not be reduced below the amount set out in this paragraph.

The annual salary to be paid Superintendent each year shall be paid in twelve (12) equal monthly installments. The first monthly salary payment to Superintendent is due and payable on August 1, 2019, with subsequent payments to be made to Superintendent on the first day of each succeeding month thereafter during the term of this contract, except that the final payment due under this contract shall be due and payable to Superintendent on June 30, 2024.

- 7. <u>Vacation and Other Benefits</u>. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the district, including, but not limited to the vacation and illness benefits and leaves, and other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.
- 8. <u>Automobile Expenses</u>. MISD shall provide Superintendent with an automobile allowance in the total sum of \$700.00 per month, payable on the first day of each month, commencing July 1, 2019.

- 9. <u>Expenses</u>. MISD shall pay or reimburse Superintendent for reasonable expenses incurred in attending approved professional meetings and conferences, and for other reasonable expenses essential to the discharge of her assigned duties.
- 10. <u>Professional Legal Liability Insurance</u>. MISD shall obtain, and pay premiums for, a Policy of Professional Legal Liability Insurance with coverage in the sum of \$1,000,000. Superintendent shall be named as the insured in the policy of Professional Legal Liability Insurance.
- Other Benefits. In addition to the other compensation and benefits set forth in this contract, MISD agrees to provide Superintendent the following other benefits, at no cost to Superintendent: life insurance equivalent to life insurance provided by MISD for its other administrative employees, the cost of an annual physical with, or at, physicians, clinics, or hospitals of Superintendent's choice; and, reimbursement for all cost and charges associated with the acquisition and use of a mobile telephone by Superintendent. MISD agrees to make available to Superintendent computer and peripheral equipment for home use to facilitate fulfillment of the duties required under this contract.
- a. In addition, for each payroll period beginning July 1 and for each year thereafter during the term of this contract and provided that the Superintendent executes a salary deferral agreement in accordance with the requirements of Section 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in the amount of salary deferral contribution, the District shall add to the Salary of the Superintendent the maximum contribution allowed by the Code annually for the plan chosen by the Superintendent and, provided that the Superintendent's salary deferral agreements executed in accordance with the requirements of Sections 403(b) and/or (457(b) of the Code

allow for deferrals that are at least equal to the salary amount added hereunder by the District, this shall be used by the Superintendent as a salary deferral contribution to a plan established by the District under either Section 403(b) or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, at the Superintendent's option. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. This salary deferral contribution shall be treated as a under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. The total salary deferral amount specified herein may be allocated to a plan established under Section 403(b) and/or 457(b) of the code, at the discretion of the Superintendent.

Superintendent, Superintendent may serve as consultant to other school districts, colleges and universities, or educational agencies or groups, lecture, engage in writing activities and speaking engagements, and provide consultation services to private persons, firms, or entities engaged in educational endeavors, and shall be paid and receive reimbursement of expenses by MISD or may be paid an honorarium or fee for such consultant services, in which event MISD shall not be obligated to pay such expenses. Consultation provided by Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and approved in advance by the Board of Trustees. Superintendent agrees that he will not, during the term of this contract, accept any consultation agreements with any person, firm or entity who has or seeks a contractual relationship with MISD, or who seeks action or inaction by MISD's Board of Trustees without first fully disclosing his relationship to the Board of Trustees and obtaining

prior written approval of such relationship by the Board of Trustees. The Board of Trustees agrees to grant Superintendent sufficient release time to engage in the consultation services contemplated by this paragraph, provided, however, that the release time to be provided to Superintendent shall not interfere with the full and complete performance of the duties required of Superintendent under the terms of this contract. Release time shall be approved by the President of the Board of Trustees prior to use by the Superintendent.

- 13. <u>Civic Activities</u>. Superintendent is encouraged to participate in community and civic affairs, and to join social and civic clubs in the area. The expense of all such activities shall be paid by MISD.
- 14. <u>Personal Protection</u>. 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, MISD shall pay all reasonable cost incident to the protection of Superintendent and his family.
- 15. Professional Growth Benefits. Superintendent shall devote Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of Superintendent through Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board encourages the use of data and information sources, and encourages the participation of 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 Superintendent to perform

Superintendent's professional responsibilities for the District. In its encouragement of Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for Superintendent to attend and/or participate in such seminars, courses, or meetings. The District shall pay Superintendent's membership dues in the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve Superintendent's professional skills. MISD shall bear the costs and expenses for any such attendance or membership.

In its encouragement of Superintendent to grow professionally, the Board agrees to permit a reasonable amount of release time for Superintendent, as Superintendent and Board deem appropriate, to attend such other seminars, courses, or meetings not otherwise discussed in this paragraph.

- acknowledge and agree that from time to time the parties may mutually desire to reclassify expenses to income, or vice versa. To the extent that any such reclassification does not require MISD to expend funds in excess of those funds called for under this Contract, the Board of Trustees authorizes the then President of the Board to enter into such reclassification with Superintendent without further action by the Board of Trustees. Any such reclassification shall be reduced to writing, titled *Reclassification of Compensation No.* _______, signed by the President of the Board of Trustees and the Superintendent and appended to this Contract. Upon such appendage, same shall become a binding part of this Contract.
- 17. <u>Indemnity</u>. MISD agrees to, and does, indemnify, defend, and hold Superintendent harmless of and from any loss and/or liability of any nature alleged against

Superintendent individually, or in his capacity as Superintendent, arising as a result of Superintendent's performance of the duties of Superintendent, provided, however, that this indemnity does not, and shall not, extend to damages resulting from a final determination of commission of an illegal act by Superintendent.

18. Miscellaneous.

Controlling Law. This Contract shall be governed by the laws of the State of Texas and is performable in Dallas County, Texas.

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 the term of the contract.

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 hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended in writing by agreement of all parties to this Contract.

Dated: <u>January 14</u>, <u>2019</u>.

ATTEST:

Secretary, Board of Trustees

MESQUITE INDEPENDENT SCHOOL

DISTRICT

By:

President, Board of Trustees

David Vroonland, Ed.D.

Superintendent