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#### INTRODUCTION

This is the 22<sup>nd</sup> year of School 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 76<sup>th</sup> Texas Legislature in 1999. The primary goal of School FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

The School FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, as follows:

- A Superior Achievement
- B Above Standard Achievement
- C Meets Standard Achievement
- F Substandard Achievement

San Angelo ISD achieved the rating of "A" Superior Achievement for the 2023-2024 rating year as well as all 21 prior years of the School FIRST Rating System.

Within two months after receipt of the final FIRST rating, each school district must announce and hold a public hearing to distribute a financial management report that explains the district's performance and the district's rating.

The district believes in transparency and invites all interested parties to view our financial data on our web site – www.saisd.org.





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- <u>Notice and Hearing</u> (including Sample Notice)
- How Ratings are Assessed
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## **Notice and Hearing**

Texas Education Code (TEC) section 39.082 requires the Commissioner of Education to implement a financial accountability system for school districts and open-enrollment charter schools. The system—the Financial Integrity Rating System of Texas (FIRST)—is set out in 19 Texas Administrative Code (TAC) 109.1001. In addition to prescribing the indicators on which a district's financial accountability rating is based, the rule imposes reporting and hearing requirements. Those are discussed below. More information is available on TEA's FIRST website.

## Reporting Your School District's Financial Accountability Rating

Under School FIRST, every Texas school district is required to prepare and distribute an annual financial management report that includes the following:

A. The district's financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the commissioner for the state's financial accountability rating system.

- B. The district's financial management performance under each indicator for the current and previous years' financial accountability ratings.
- C. Additional information required by the commissioner under 19 TAC 109.1001(q), including the following:
  - 1. A copy of the superintendent's current employment contract, including compensation and benefits. The school district may publish the superintendent's employment contract on the district's website instead of publication in the annual financial management report.
  - 2. A summary schedule for the fiscal year (12-month period) of total reimbursements received by the superintendent and each board **member**, including transactions on the school district's credit or debit card(s), store-value card(s) and any other instruments to cover expenses incurred by the superintendent and each board member. The summary schedule must separately report reimbursements for meals, lodging, transportation, motor fuel, and other items; the summary schedule of total reimbursements should not include reimbursements for supplies and materials that were purchased for the operation of the district;
  - A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or other outside entity in exchange for professional consulting or



- **other personal services**. The schedule must separately report the amount received from each entity;
- 4. A summary schedule for the fiscal vear of the total dollar amount of gifts with an economic value of \$250 or more received by the executive officers and board members. This reporting requirement only applies to gifts received by the school district's executive officers and board members (and their immediate family as described by Government Code, Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matters related to attendance at education-related conferences and seminars with the primary purpose of providing continuing education (this exclusion does not apply to trips for entertainment related purposes or pleasure trips). This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had a total economic value of less than \$250 per executive officer or board member;
- 5. A summary schedule for the fiscal year of the dollar amount received by board members for the total amount of business transactions with the school district. This reporting requirement does not duplicate the items disclosed in the summary schedule of reimbursements received by board members: and
- 6. Additional information that the district's board of trustees deems useful.

Templates for reporting the required disclosures are available later in this toolkit at Disclosures or on TEA's <u>FIRST</u> website.

## Public Hearing on Your District's Financial Report and Rating

Within two months after receiving the final financial accountability rating, the board of each district must hold a public hearing on the annual financial management report at a district facility.

The board must give notice of the hearing to owners of real property in the geographic boundaries of the school district and to parents of school district students. In addition to other notice required by law, the board must provide notice of the hearing:

A. to a newspaper of general circulation in the geographic boundaries of the school district in one posting prior to holding the public meeting, providing the time and place of the hearing. The notice in the newspaper may not be earlier than 30 days or later than 10 days before the date of the hearing. If no newspaper is published in the



county in which the district's central administration office is located, then the board must publish the notice in the county nearest to the county seat of the county in which the district's central administration office is located; and

B. through electronic mail to the mass communication media serving the school district, including, but not limited to, radio and television.

At the hearing, the district must provide the annual financial management report to the attending parents and taxpayers. The district must retain the report for at least three years after the hearing and make it available to parents and taxpayers on request.

NOTICE OF PUBLIC MEETING TO DISCUSS SAN ANGELO INDEPENDENT SCHOOL DISTRICT'S STATE FINANCIAL ACCOUNTABILITY RATING

San Angelo Independent School District will hold a public meeting at 5:45 p.m. on October 28, 2024, in the Board Room

of the Administration Building, 1621 University, San Angelo, Texas. The purpose of this meeting is to discuss San Angelo Independent School District's rating on the State's financial accountability system.



## **How Ratings are Assessed**

Preliminary ratings are released by TEA every calendar year on or before August 8. The commissioner's rules for School FIRST are contained in 19 TAC 109.1001. The rules include an attached figure (rating worksheet) for each rating year that specifies the rating indicators for that year.

The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The indicators for rating year 2023-2024 based on fiscal year 2023 financial data are set out below with an explanation of what the questions mean—and what your district's answers can mean to its rating.

1. 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?

A simple indicator. Was your Annual Financial Report filed by the deadline?

2. 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.)

Review the AFR for an unmodified opinion and material weaknesses.

3. 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.)

This indicator seeks to confirm that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc.

4. 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? If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail this



indicator. If the school district was issued a warrant hold, the maximum points and highest rating the school district may receive is 95 points, A = Superior Achievement (even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days).

This indicator seeks to confirm the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.

5. Was the total net position balance in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has such an increase, the maximum points and highest rating the school district may receive is 89 points, B = Above Standard Achievement.)

This indicator determines if the total net position in the governmental activities column of the Statement of Net Position as reported in the Annual Financial Report is greater than zero. A positive net position demonstrates financial solvency.

6. Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25% decrease or did the current year assigned and unassigned fund balance exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating the school district may receive is 89 points, B = Above Standard Achievement.)

This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.

7. 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)?

This indicator measures how many days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. At least 90 days must be covered to receive the maximum points.

8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

This indicator measures whether the school district had sufficient short-term



assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?

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?

This indicator simply asks, "Did you spend more than you earned?" (the school district will automatically pass this indicator if the school district had at least 60 days cash on hand.)

10. Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?

This indicator continues to be paused for the 2023-24 rating period.

11. 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 increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)

This question is like asking if a person's mortgage exceeds the market value of their home. Were you below the cap for this ratio in School FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new

instructional campuses.

# 12. What is the correlation between future debt requirements and the district's assessed property value?

This indicator asks about the school district's ability to make debt principal and interest payments. Did you meet or exceed the target amount in School FIRST?

## 13. Was the school district's administrative cost ratio equal to or less than the threshold ratio?

This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?

14. 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.)

If a decline in student enrollment is occurring, this indicator measures if the decline in total staff is in proportion to the declining enrollment over a 3-year period. If declining enrollment is occurring, the change in this ratio cannot exceed 15 percent.

15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections?

This indicator continues to be paused



for the 2023-24 rating period.

16. 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? (If the school district fails this indicator, the maximum points and highest rating the district may receive is 89 points, B = Above Standard Achievement.)

This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to ensure that the data reported in each case "matches up." If the difference in numbers reported in any fund type is 3 percent or more, your district "fails" this measure.

17. 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, federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails this indicator, the maximum points and highest rating the district may receive is 79 points, C = Meets Standard Achievement.)

A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your district not being able to properly account for its use of public funds and should be immediately addressed.

18. 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.)

This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds. contracts, and other state and federal funds.

19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.

20. Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget? (If the school district fails this indicator, the maximum points and highest rating the school district may receive is 89 points, B = Above Standard Achievement.)



This indicator measures whether the administration and the board had the opportunity to consider the impact of changes in local, state, and federal funding.

21. Did the school district receive an adjusted repayment schedule for more than one fiscal year for an overallocation of Foundation School Program (FSP) funds because of a financial hardship? (If the school district fails this indicator, the maximum points and highest rating the school district may receive is 70 points, C = Meets Standard Achievement.)

This indicator determines if the district has an adjusted repayment schedule for an overallocation of FSP funds.



**Financial Integrity Rating System of Texas** 

# 2023-2024 RATINGS BASED ON SCHOOL YEAR 2022-2023 DATA - DISTRICT STATUS DETAIL

Name: SAN ANGELO ISD(226903)		<b>Publication Level 1:</b> 8/8/2024 6:33:40 PM			
Status: Passed  Publication Level 2: 8/8/2024 6:33:40 PM					
Rat	Rating: A = Superior Achievement Last Updated: 8/20/2024 2:05:29 PM				
Dist	trict Score: 100	Passing Score: 70			
#	Indicator Description	•	Updated	Score	
1	Was the complete annual financial report (AFR) and data so November 27 or January 28 deadline depending on the sch August 31, respectively?	<del></del>	4/19/2024 6:26:34 PM	Yes	
2	Was there an unmodified opinion in the AFR on the financia of Certified Public Accountants (AICPA) defines unmodified determines if there was an unmodified opinion.)		4/19/2024 6:26:34 PM	Yes	
3	Was the school district in compliance with the payment term the school district was in default in a prior fiscal year, an explicit is current on its forbearance or payment plan with the schedule for the fiscal year being rated. Also exempted are monetary defaults. A technical default is a failure to uphold master promissory note even though payments to the lendagreement is a legal agreement between a debtor (= perso creditors, which includes a plan for paying back the debt.)	4/19/2024 6:26:34 PM	Yes		
4	Did the school district make timely payments to the Teache Commission (TWC), Internal Revenue Service (IRS), and of received a warrant hold and the warrant hold was not clear was issued, the school district is considered to not have may a lift the school district was issued a warrant hold, the max district may receive is 95 points, A = Superior Achievement hold was resolved and cleared within 30 days.)	4/19/2024 6:26:34 PM	Yes Ceiling Passed		
				1 Multiplier Sum	
5	Was the total net position in the governmental activities con accretion of interest for capital appreciation bonds, net pen benefits) greater than zero? (If it is not, the maximum poin receive is 79 points, C = Meets Standard Achievement, unly in membership over 5 years of 7 percent or more or 1,000 district has an increase of students in membership over 5 years of students in membership, the maximum points and highest points, B = Above Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed		

6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
7	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 in the Determination of Points section.	4/19/2024 6:26:34 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short- term debt? See ranges below in the Determination of Points section.	4/19/2024 6:26:34 PM	10
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? See ranges below in the Determination of Points section.	4/19/2024 6:26:34 PM	10
10	This indicator is not being evaluated.		10
11	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 increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/19/2024 6:26:34 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 2:05:28 PM	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	8/20/2024 2:05:28 PM	10
14	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.	4/19/2024 6:26:34 PM	10
15	This indicator is not being evaluated.		5
16	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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
17	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 and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
18	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.)	4/19/2024 6:26:34 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/19/2024 6:26:34 PM	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/19/2024 6:26:34 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over- allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/19/2024 6:26:34	Ceiling Passed

	PM	
		100 Weighted Sum
		1 Multiplier Sum
		(100 Ceiling)
		100 Score

#### **DETERMINATION OF RATING**

Α.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned.			
В.	Determine the rating by the applicable number of points.			
	A = Superior Achievement	90-100		
	B = Above Standard Achievement	80-89		
	C = Meets Standard Achievement	70-79		
	F = Substandard Achievement	<70		

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.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

## CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, 20, or 21? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is No.	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is No.	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is No.	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is No.	89	B = Above Standard Achievement
	  -  -	

: 70 Indicator 21 (FSP Repayment Plan) - Response to indicator is Yes. C = Meets Standard Achievement

Home Page: Financial Compliance | Texas Education Agency | Send comments or suggestions to Financial Accountability@tea.texas.gov

THE TEXAS EDUCATION AGENCY

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

FIRST 5.15.7.0



## **Disclosures**

Reporting requirements for the financial management report for the School FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109**, **Budgeting**, **Accounting**, **and Auditing**, **Subchapter AA**, **Commissioner's Rules Concerning Financial Accountability Rating System**, **Section 109.1001(q)**. This rule prescribes requirements for the six disclosures described below that are included in the School FIRST financial management report.

## 1. Superintendent's Employment Contract

The school district must provide a copy of the superintendent's current employment contract that is effective on the date of the School FIRST hearing. In lieu of publication in the School FIRST financial management report, the school district may publish the superintendent's employment contract on the school district's website. If published on the district's website, the contract is to remain accessible for twelve months.

#### SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS 

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TOM GREEN

**THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT** ("Contract") is made and entered into effective the 11<sup>th</sup> day of April, 2022, by and between the **Board of Trustees** (the "Board") of the SAN ANGELO INDEPENDENT SCHOOL DISTRICT (the "District") and DR. CARL DETHLOFF (the "Superintendent").

#### WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 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 commencing on April 11, 2022, and ending on June 30, 2025. 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 of Superintendent. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the 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, 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 is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.
- Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.
- 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 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 with intent to violate a person's clearly established legal rights, 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 him 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.

SUPERINTENDENT'S EMPLOYMENT CONTRACT
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2.7 Duties of Board/Governance. The District is governed by the Board who, acting as a body corporate, (1) oversee the management of the district; and (2) ensure the Superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined and desired results in the major areas of District operations. Unless authorized by the Board, a member of the Board may not, individually, act on behalf of the Board. The Board may act only by majority vote of the members present at a meeting held in compliance with Chapter 551 of the Texas Government Code, at which a quorum of the Board is present and voting. The Board shall provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting. Governance includes management oversight of all major operations of District. The Board acknowledges that "management oversight" is not management itself. It is instead ensuring that the Superintendent implements and monitors plans, procedures, program and systems to achieve appropriate, clearly defined and desired results in the major areas of district operations including: the establishment and/or modification of policies, strategies and principles that govern the District; reviewing and voting on recommendations submitted by the Superintendent; reviewing the results of management decisions and modifying policies, strategies or principles on the basis of those results; and analysis of data, including audits, that enable the Board to hold the Superintendent accountable for effective management of the District. The Board expressly acknowledges that "management oversight" is not: intervention in personnel disputes; direction of day-to-day activities, management, or management decisions; and advocating a product or service, or denigrating a product or service. The Board also recognizes that it is a collective body and each Board Member recognizes that his or her power as a Board Member is derived from the collective deliberation and action of the Board as a whole in a duly-constituted meeting and that there is no individual authority to give direction to the Superintendent or any District staff member regarding the management of the District or the solution of specific problems. Board members acknowledge that they have the same rights and responsibilities related to management of the District and its staff as any other citizen of the community.

#### III. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00), which amount shall be automatically increased each year by an amount equal to the greater of (i) the highest percentage raise given to the District's administrators or (ii) a percentage mutually agreeable to the Board and the Superintendent; provided that the Superintendent's overall annual performance evaluation by the Board reflects "Maintain -Continue with Current Efforts," "Meets Expectations," or "Exceeds Expectations." 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 greater of (i) twenty (20) days of vacation annually or (ii) 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. At the sole option of the Superintendent, at the end of each year of the term of this Contract on or before June 30th, the District shall pay the Superintendent for all accrued but unused vacation days, up to a maximum of ten (10) days annually. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. 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, including but not limited to payment for accrued but unused leave days, as authorized by Board policies. The Superintendent, at his discretion, may utilize all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

- 3.4 **Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage, including dental and vision coverage, for the Superintendent as it does for other administrators on twelve-month contracts, pursuant to the group health care plan provided by the District for its administrative employees.
- 3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. 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 necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- 3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. 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 all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

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- 3.7 **Outside Consultant Activities.** With 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. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense 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, 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.
- Mobile Telephone/Technology. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The District shall provide the Superintendent with a laptop and/or other technology devices for both personal and business use. The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.
- 3.10 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. No private medical information shall be provided beyond the statement verifying the Superintendent's fitness. The District shall pay all costs of the annual physical examination that are not covered by health insurance.
- 3.11 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

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- 3.12 **Longevity Pay.** As of July 1, 2022, the Superintendent will have completed 13 years of service with the District, including seven (7) years as superintendent. To encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows:
- (a) The District shall pay the Superintendent, as additional compensation for longevity, three percent (3%) of his monthly base salary per month for twelve months only beginning on April 11, 2022.
- (b) If on April 10, 2023, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, three percent (3%) and an additional one percent (1%) for a total of four percent (4%) of his monthly base salary per month for twelve months only beginning on April 11, 2023.
- (c) If on April 10, 2024, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, four percent (4%) and an additional one percent (1%) for a total of five percent (5%) of his monthly base salary per month for twelve months only beginning on April 11, 2024.
- (d) The additional compensation described in this section 3.12 shall be paid to the Superintendent in regular monthly payroll installments, shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21.(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- (e) In the event this Agreement is terminated by the board without good cause after the Superintendent has become entitled to Longevity Pay under (a) through (e) above but prior to the completion of the 12 monthly payments under the applicable section, then the remainder of the 12 monthly payments shall be paid to the Superintendent in a single cash payment. The Superintendent shall not be entitled to receive any Longevity Pay for any year in which he is not employed as Superintendent on the respective date specified above on which each longevity payment is earned with the District. In addition, if the superintendent terminates the contract or the contract is terminated by mutual agreement, the superintendent will not receive any monthly longevity pay after the date of termination.
- Supplemental Retirement Plan. For each payroll period beginning April 11, 2022 and for each year thereafter during the term of this Contract, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the fifty percent (50%) of the maximum salary reduction contribution permitted by the Code for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Under and pursuant to applicable Internal Revenue Service rules the Contribution"). Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/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, and the investments for the Superintendent's accounts

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shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.14 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

#### IV. ANNUAL PERFORMANCE GOALS

4.1 **Development of Goals**. The Board and the Superintendent with input from other key administrators shall develop District goals each year for the Board's consideration and adoption. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet annually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall, at all times, be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board 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 Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent.

#### VI. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

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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 nonrenewal, not later than 150 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 the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:
  - (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;
  - (I) 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;

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- (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**. If 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 Tom Green 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.
- 8.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 8.6 **Attorneys' Fees.** In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to the pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.
- 8.7 **Authority**. The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on April 11, 2022.

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**IN WITNESS WHEREOF**, all the parties hereto have executed the Contract in multiple originals to be effective from and after April 11, 2022.

By:

Max Parker, President, Board of Trustees

ATTEST:

By: Yaway, Board of Trustees

Executed this April 11, 2022.

SUPERINTENDENT

By:\_\_\_\_

Dr. Carl Dethloff

Executed this April 11, 2022.

#### SUPERINTENDENT'S EMPLOYMENT CONTRACT ADDENDUM

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TOM GREEN	§	

This Addendum modifies the **Superintendent's Employment Contract** which was entered into on the 11th day of April, 2022 between the Board of Trustees of the San Angelo Independent School District and Dr. Carl Dethloff, Superintendent.

#### ADDENDUM TO CONTRACT

NOW, THEREFORE, on this the <u>18</u> day of July, 2022, the Board of Trustees and the Superintendent do hereby agree to the following Addendum to said Contract:

PARAGRAPH IV. 4.1 DEVELOPMENT OF GOALS is hereby edited to delete the sentence "The Superintendent shall submit to the Board for its approval a plan to implement the goals." The following sentence is amended as follows: "The Superintendent and the Board shall meet annually in accordance with Board Policy BJCD (LOCAL) to assess the goals and/or adjust the goals." An additional sentence is added to the end of this paragraph as follows: "The Superintendent will submit 'Superintendent Goals' to the Board for its approval of a plan to implement the Board goals pursuant to Board Policy BJCD (LOCAL)."

IN WITNESS WHEREOF, all the parties hereto have executed the Addendum in multiple originals to be effective from and after July 18, 2022.

Max Parker, President, Board of Trustees

ATTEST:

Gerard Gallegos, Secretary, Board of Trustees

Executed this 18 day of July, 2022.

SUPERINTENDENT

Ву: \_\_\_

Dr. Carl Dethloff

Executed this 2 day of July, 2022.

#### SUPERINTENDENT'S CONTRACT ADDENDUM

STATE OF TEXAS	§
	§
COUNTY OF GREEN	§

The Board of Trustees (the "Board") of the San Angelo Independent School District (the "District") and Superintendent Dr. Carl Dethloff (the "Superintendent") agree to this Contract Addendum as approved by the Board on March 20, 2023. The purpose of this Addendum is to extend the ending date of the contract until June 30, 2026.

This addendum will be incorporated into the current Superintendent Employment Contract between the Board and Superintendent for all purposes. The Superintendent and Board agree that all other terms except as noted above remain in full force and effect.

Mor le	3/20/2023
Max Parker, Board President	Date
Judfille	3/20/2023
Gerard Gallegos, Board Secretary	Date
Charles	3/20/2023
Dr. Carl Dethloff, Superintendent	Date
* / V	



#### 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2023

For the Twelve-month Period Ended June 30, or August 31, 2023								
Description of Reimbursements	Superintendent Carl Dethloff	Board Member Bill Dendle	Board Member Lupita Arroyo	Board Member Taylor Kingman	Board Member Ami Mizell-Flint	Board Member Max Parker	Board Member Gerard Gallegos	Board Member Pam Duncan
Meals	\$ 343.76	\$ 105.30	\$ 32.00	\$ 105.30	\$ 249.02	\$ 105.30	\$ 137.30	\$ 105.30
Lodging	6,516.15	529.24	0.00	529.24	1,637.67	529.24	641.82	529.24
Transportation	5,778.55	0.00	0.00	0.00	1,109.50	0.00	0.00	0.00
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	7,963.32	425.00	30.00	425.00	810.00	425.00	485.00	605.00
Total	\$ 20,601.78	<b>\$</b> 1,059.54	\$ 62.00	\$ <sub>1,059.54</sub>	\$ 3,806.19	\$ 1,059.54	\$ 1,264.12	\$ <sub>1,239.54</sub>

**Note:** The spirit of the rule is to capture all "reimbursements" for the fiscal year, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements are to be reported per category:

- Meals Meals consumed out of town and in-district at area restaurants (excludes catered meals for board meetings).
- Lodging Hotel charges.
- **Transportation** Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.
- Motor fuel Gasoline.
- Other Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements to (or onbehalf of) the superintendent and board members not defined above.



3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2023

For the Twelve-Month Period Ended June 30, or August 31, 2023			
Name of Entity	Amount		
	\$ 0.00		
Total	\$ 0.00		

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

4. Gifts Received by the Executive Officer(s) and Board Members (and First-Degree Relatives, if any) in Fiscal Year 2023 (with a total economic value of \$250 or more)

For the Twelve-Month Period Ended June 30, or August 31, 2023								
	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Carl Dethloff	Bill Dendle	Lupita Arroyo	Taylor Kingman	Ami Mizell-Flint	Max Parker	Gerard Gallegos	Pam Duncan
Summary Amounts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**Note:** An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



#### 5. Business Transactions Between School District and Board Members for Fiscal Year 2023

For the Twelve-Month Period Ended June 30, or August 31, 2023							
	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Bill Dendle	Lupita Arroyo	Taylor Kingman	Ami Mizell-Flint	Max Parker	Gerard Gallegos	Pam Duncan
Summary Amounts	\$ 195,900.90	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**Note:** The summary amounts reported under this disclosure do not duplicate the items reported in the summary schedule of reimbursements received by board members.

6. Any other information the board of trustees of the school district determines to be useful.



## **Glossary**

Annual Financial Report (AFR): The audited annual report required by TEC section 44.008, that is due to TEA by no later than 150 days after the close of a school district's or an open-enrollment charter school's fiscal year.

**Ceiling indicator:** An upper limit (the maximum score) at which a score from a standard limit of a specific indicator will result regardless of overall points.

**Debt:** An amount of money owed to a person, bank, company, or other organization.

**Electronic submission:** The TEA electronic data feed format required for use by school districts, open-enrollment charter schools, and regional education service centers (ESCs).

Financial Integrity Rating System of Texas (FIRST): The financial accountability rating system administered by the TEA in accordance with the TEC sections 39.082 and 39.085. The system provides additional transparency to public education finance and meaningful financial oversight and improvement for school districts (School FIRST) and open-enrollment charter schools and charter schools operated by a public institution of higher education under TEC, Chapter 12, Subchapters D and E (Charter FIRST).

**Fiscal Year**: The fiscal year of a school district or an open-enrollment charter school, which begins on July 1 or September 1 of each year, as determined by the board of trustees of the district or the governing body of the

charter holder in accordance with the TEC, §44.0011.

### Foundation School Program (FSP):

The program established under the TEC, Chapters 46, 48, and 49 or any successor program of state-appropriated funding for school districts in this state.

### **Summary of Finances (SOF) report:**

The document of record for FSP allocations. An SOF report is produced for each school district and openenrollment charter school by the TEA division responsible for state funding that describes the school district's or open-enrollment charter school's funding elements and FSP state aid.

Texas Student Data System Public Education Information Management System (TSDS PEIMS): The system that school districts and open-enrollment charter schools use to load, validate, and submit their data to the TEA.

Warrant hold: The process by which state payments issued to payees indebted to the state, or payees with a tax delinquency, are held by the Texas Comptroller of Public Accounts until the debt is satisfied in accordance with the Texas Government Code section 403.055

The information in this resource is provided for educational purposes to facilitate a general understanding of the law. This information is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney or other professional advisor. Consult your attorney or professional advisor to apply these principles to specific fact situations.

Published August 2024.