Crosby Independent School District

Financial Management Report

2022-2023 District Status

Public Meeting to Discuss Crosby ISD's State Financial Accountability Rating

December 16, 2024

Crosby ISD
Financial Accountability Management Report
2022-2023

Table of Contents

Financial Accountability Management Report ……... 1

District Status Detail ……... 3

How Ratings are Assessed …….. 6

Comparison of Indicators …… 11

Superintendent's Current Employment Contract …… 13

Reimbursements Received by the Superintendent and Board Members …… 43

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services …… 44

Gifts Received by Executive Officer and Board Members (and First-Degree Relatives) ……. 45

Business Transactions Between School District and Board Members ……... 46

Crosby ISD

Financial Accountability Management Report

The Crosby ISD received a rating of "A" for "Superior Achievement" under Texas' Schools FIRST financial accountability rating system. The rating system measures the quality of a school district's financial management and reporting system.

This is the 21st year of Schools FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. Major changes to the Schools FIRST system were implemented by the Texas Education Agency in August 2015 that combined financial indicators with financial solvency indicators, in accordance with House Bill 5, 83rd Texas Legislature, Regular Session, 2013. The primary goal of Schools 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 Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, as follows:

A for Superior Achievement
B for Above Standard Achievement
C for Standard Achievement
F for Substandard Achievement

The current rating system consists of twenty-one indicators, four of which are critical indicators requiring a yes/no response, six of which are ceiling indicators, with the remaining eleven indicators being awarded points based on responses up to a maximum of one-hundred points. A district must answer "yes" to critical indicators one through four to receive a "Superior Achievement," "Above Standard Achievement," or "Standard Achievement" rating. If a district answers "no" to any one of the four critical indicators, the school district's rating is "F" for "Substandard Achievement" regardless of the points earned. A district must score between 90 and 100 points to receive the "Superior Achievement" rating, 80 to 89 points to receive the "Above Standard Achievement" rating, and 70-79 points to receive the "Standard Achievement" rating. A score of less than 70 points receives a "Substandard Achievement" rating.

For 2022-2023 data year, indicator ten was not scored due to the impact of COVID-19 and federal ESSER funding on school district revenue. Crosby ISD answered yes to all critical indicators, passed all ceiling indicators, and scored 92 out of 100 possible points receiving a "A" for Superior Achievement".

The 2022-2023 District Status report is provided and contains each indicator and the result for the district. An explanation of the indicators is provided in the section entitled "How Ratings are Assessed." The district's financial management performance under each indicator for the current and previous year's financial accountability ratings and the state-established standards are provided for comparison purposes. Additional disclosures as required by law are also included in this report.

Financial Integrity Rating System of Texas

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

Name: **CROSBY ISD**(**101906**)	**Publication Level 1:** 8/8/2024 6:33:40 PM
Status: **Passed**	**Publication Level 2:** 8/8/2024 6:33:40 PM
Rating: A = Superior Achievement	**Last Updated:** 8/20/2024 1:44:26 PM
District Score: 92	**Passing Score:** 70

#	Indicator Description	Updated	Score
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?	4/19/2024 6:26:08 PM	Yes
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.)	4/19/2024 6:26:08 PM	Yes
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.)	4/19/2024 6:26:08 PM	Yes
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 critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that 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.)	4/19/2024 6:26:08 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	Was the total net position 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 that 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 an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 PM	6
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 1:44:25 PM	6
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 1:44:26 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 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 6:26:08 PM	Ceiling Passed
			92 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)

		92 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	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
Indicator 21 (FSP Repayment Plan) - Response to indicator is *Yes*.	70	C = Meets Standard Achievement

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 over-allocation 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.

Crosby ISD
Financial Accountability Management Report
Comparison of Indicators

		State Established Standard	2021-2022 Data	2020-2021 Data
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?	12/28/XX	11/16/2022	11/19/2021
2	Was There an Unmodified Opinion in The Annual Financial Report on The Financial Statements as A Whole?	Unmodified Opinion	Unmodified Opinion	Unmodified Opinion
3	Was the School District in Compliance with The Payment Terms of All Debt Agreements at Fiscal Year End?	Yes	Yes	Yes
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?	Yes	Yes	Yes
5	Was the Total Unrestricted Net Asset/Position Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets/Position Greater than Zero? (1. If the District's 5 Year % Change in Students was 7% or more, then the district passes this indicator. 2. The sum of Total Unrestricted Net Asset Balance, Accretion of Interest for CABs, and Net Pension Liability was > 0.)	N/A	N/A	N/A
6	Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25 percent 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 that the school district may receive is 89 points, B = Above Standard Achievement.)	Pass or Ceiling of "B" if fail	Pass	Pass
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)?	>= 90 For Max Points	129.52 10 Points	85.47 8 Points
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	>= 3.0 For Max Points	3.13 10 Points	2.80 8 Points
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?	Yes or >= 60 Days For Max Points	Yes 10 Points	Yes 10 Points
10	Did the school district average less than a 10 percent variance (90%-110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	Between 10% and -10% For Max Points	Indicator Not Scored 10 Points	Indicator Not Scored 10 Points
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term	<= 60% or 5 Year %	65.2% 8 Points	72.3% 6 Points

		State Established Standard	2021-2022 Data	2020-2021 Data
	solvency? (If the District's 5 Year % Change in Students was 7% or more, then the district passes this indicator.)	Change > 7.0% For Max Points		
12	Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments?	<= 4.0 For Max Points	5.54 8 Points	6.48 8 Points
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio?	<= .100 For Max Points	.0805 10 Points	.0828 10 Points
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.)	Not 15% Decline or No Decrease in Enrollment	Indicator Not Scored 10 Points	No Decrease in Enrollment 10 Points
15	Was the school district's actual 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?	<= 3% For Max Points	Indicator Not Scored 5 Points	Indicator Not Scored 5 Points
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?	Pass or Ceiling of "B" if fail	Pass	Pass
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?	Pass or Ceiling of "C" if fail	Pass	Pass
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?	Pass or 0 points if fail	Pass 10 Points	Pass 10 Points
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?	Pass 0 points if fail	Pass 5 Points	Pass 5 Points
	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Pass or Ceiling of "B" if fail	Pass	Pass
	Total Points		96	90
	Rating		"A" Superior Achievement	"A" Superior Achievement

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

STATE OF TEXAS	§	
	§	KNOWN BY ALL MEN THESE PRESENTS
COUNTY OF HARRIS	§	

This SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ("Contract") is made and entered into effective this 7th of April, 2021, by and between the **BOARD OF TRUSTEES OF CROSBY INDEPENDENT SCHOOL DISTRICT ("Board")** and **PAULA PATTERSON ("Superintendent")** (collectively the "Parties").

WITNESSED:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code and the general laws of the state of Texas, have agreed, and do hereby agree, as follows:

1. TERM

1.1 The Board, by and on behalf of the Crosby Independent School District (the "**District**"), employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on and effective April 8, 2021 and ending on June 30, 2024. In all years of this Contract, the contract year shall be from July 1st through June 30th. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract.

2. EMPLOYMENT

2.1 **Duties**. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in Board policy, the Texas Education Code or as lawfully assigned by the Board. The Superintendent shall also comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. Except as provided for in this Contract, the Superintendent agrees to perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise and in a reasonably thorough, prompt, and efficient manner. The Superintendent agrees to devote appropriate and reasonable time, skill, labor, and attention during each contract workday to performing her duties.

Specifically, the duties of the Superintendent shall include the following:

(a) Assume administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff.

(b) Assume administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent.

(c) Oversee compliance with the standards for school facilities established by the Commissioner.

(d) Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract.

(e) Manage the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations.

(f) Prepare and submit to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section and administering the budget.

(g) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.

(h) Develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees.

(i) Provide leadership for the attainment, and if necessary, improvement of student performance in the District based on the indicators adopted under Texas Education Code §§ 39.053 and 39.301 and other indicators adopted by the TEA Commissioner or the District's Board of Trustees.

(j) Organize the District's central administration.

(k) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and

(l) Perform any other duties lawfully assigned by action of the Board of Trustees.

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 Records**. This Contract is conditioned on the Superintendent's providing a valid certification to act as superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent in the state of Texas. Further, the Superintendent shall provide the Board of the District with experience records, college transcripts, verification of earned degrees, medical records, proof of criminal records check, her Social Security Number, and other records reasonably required and specifically requested by the District for the personnel files or payroll purposes. Failure to provide such Superintendent certification shall render this Contract void, and any material misrepresentation by the Superintendent in such records may be grounds for termination.

2.3 **Representations.** The Superintendent makes the following representations:

2.31 **Beginning of Contract.** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.32 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three (3) calendar days of the event. This paragraph is not applicable to traffic violations classified as a Class C misdemeanor under Texas law.

2.33 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

2.4 **Reassignment**. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.5 **Board Meetings**. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation/performance, 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 President approved absence, the Superintendent's designee shall attend such meetings.

2.6 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.7 **Residence.** No later than September 1, 2021, and at all times during the remaining term of this Contract or any extension thereof the Superintendent shall establish and/or maintain her primary residence within the geographic boundaries of the District.

2.8 **Consultation Activities.** If specifically approved by the Crosby ISD Board of Trustees, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements or other professional duties and obligations outside the District ("Consulting Services") and may serve as a consultant to individuals, other school districts and educational entities as permitted by

law, provided that these activities do not interfere with the performance of her duties as Superintendent and she uses accrued but not used vacation days or personal leave days. Any consulting engagements and activities by Superintendent shall require the prior approval of the Board. Prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the Board President regarding the dates and length of time the Superintendent will be out of the District for each consultation. 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.

The Board hereby acknowledges that the Superintendent is currently engaged in career coaching Consulting Services and shall consider approval for such Consulting Services at the time this Agreement is approved. Any future Consulting Services shall be provided by the Superintendent in accordance with this section 2.8.

3. COMPENSATION AND SALARY

3.1 **Annual Base Salary**. The Superintendent shall be paid an annual base salary in the sum of Two Hundred Ten Thousand and No/100 Dollars ($210,000.00) effective April 8, 2021. This amount will be paid in installments in accordance with Board policy, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff.

3.2 **Salary Adjustments**. At any time during the term of this Contract, the Board may, at 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 Subsection 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract.

3.3 **Business Expenses**. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract pursuant to Board policy or Board approval. The District agrees to pay reasonable actual and incidental costs incurred by the Superintendent for travel outside of the District. 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 policies, procedures, and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. The Board shall retain the authority to refuse any reimbursement request that is determined to be excessive or which the Board reasonably believes falls outside the scope of the Superintendent's duties.

3.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. 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 her duties as Superintendent. The expense of such activities, subject to Board approval, shall be borne by the District. The Superintendent shall also be reimbursed for at least two (2) membership fees for local civic clubs or organizations such as the local Chamber of Commerce or local Rotary Club. The District shall reimburse the Superintendent for the cost of membership in other local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.5 **Computer and iPad.** The District shall provide a computer and an iPAD for the Superintendent's business and personal use, at the sole cost and expense of the District. The Superintendent may, in the Superintendent's discretion, purchase a new replacement computer and iPad every two years during the term of this Contract for the advantages offered by the then current technology. The Superintendent understands that information stored in her iPAD, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the iPAD, computer or other device, the parties agree that any personal or private information of the Superintendent contained on the iPAD, 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.

4. OTHER BENEFITS

4.1 **Administrative Benefits**. The Board shall provide the Superintendent with all the same benefits, including the same premium coverage under the District's group health care plan ("Premium Coverage"), applicable to twelve-month administrative employees in accordance with Board policy unless otherwise stated in this Contract, in which case this Contract supersedes such administrative benefits. If the Superintendent declines to participate in the District's group health care plan, then the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent an amount equal to the Premium Coverage portion paid by the District on behalf of twelve-month administrative employees participating in the plan. Such contributions will be made in installments in accordance with Board policy and payroll practices, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff. Each contribution to the Supplemental Retirement Plan and earnings thereon shall become immediately vested with the Superintendent. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-elective contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

4.2 **Personal and Sick Leave**. The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts. The Superintendent shall be entitled to the use of and accumulation of sick leave and annual reimbursement in accordance with state law and Board policy.

4.3 **Vacation, Non-Duty Days, and Holidays**. The Superintendent may take, at her choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into subsequent years of this Contract. up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

4.4 **Professional Growth**. The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national level. Membership fees shall be paid for the Superintendent for the National School Board Association, the American Association of School Administrators, the Texas Association of School Boards, Texas Association of School Business Officials, the Texas Association of School Administrators and one other organization of the Superintendent's choice. Reasonable travel expenses will be paid for the Superintendent to attend the annual conventions of these associations each calendar year and any other conventions or meetings selected by the Board of Trustees and the Superintendent, including, without limitation, the Commissioner's Mid-Winter Conference, TASA's Superintendent's Summer Conference and meetings of the TASA State UIL Advisory Committee. Attendance at or participation in area, regional and state meetings of the aforementioned associations or groups by the Superintendent shall not interfere with the required duties of the Superintendent within the District.

5. EMPLOYMENT PERFORMANCE

5.1 **Development of Goals**. On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance will be 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.

5.2 **Review of Performance**. Unless agreed otherwise, the Board shall evaluate and assess in writing the performance of the Superintendent annually in June 2022 and in June of any subsequent year of this Contract or any extension thereof. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the District Goals outlined in Subsection 5.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least 30 days prior to the Regular Called Board Meetings in June. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5.3 **Confidentiality**. Unless the Superintendent and the Board specifically agree otherwise in writing, in accordance with applicable law, all meetings, conferences, and discussions concerning the Superintendent's performance/evaluation shall be held in closed or 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.

5.4 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that 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. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. In consideration of possible contract extension, the Board may also perform a mid-year review of the Superintendent's job performance during the month of January or February of each respective contract year.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 **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.

6.2 **Retirement or Death**. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.3 **Dismissal for Good Cause**. The Board may dismiss the Superintendent at any time for good cause in accordance with any applicable state and federal law and any relevant Board policies. The Board agrees that consolidation with another school district, if such consolidation were to occur, does not constitute good cause for termination or non-renewal of this Contract.

The term "good cause" is defined as follows:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

(c) Insubordination or failure to comply with lawful written Board directives;

(d) Failure to comply with the Board's policies or the District's administrative regulations;
(e) Neglect of duties;
(f) Excessive use of alcoholic beverages or conviction of driving while intoxicated;

(g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
(h) Conviction of a felony or crime involving moral turpitude;
(i) Failure to meet the District's standards of professional conduct;
(j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
(k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
(l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
(m) Assault on an employee or student;
(n) Knowingly falsifying records or documents related to the District's activities;
(o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
(p) Failure to fulfill requirements for superintendent certification; or,
(q) Any other reason constituting "good cause" under Texas law.

6.4 **Procedure for Good Cause Dismissal**. In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in the Board's policies and applicable state and federal law.

6.5 **Termination for Disability**. In the event that the Superintendent becomes physically or mentally disabled and is no longer able to perform the essential functions of her position under this Contract with reasonable accommodation that does not cause materially undue hardship to the District, the Board may terminate this Contract and the employment of the Superintendent; provided, however, that the Board may terminate this Contract pursuant to this Section 6.5 only following (a) the Superintendent's use of all then accrued and unused state and local sick leave and personal leave days and (b) the Superintendent's continued physical or mental disability and inability to perform the essential functions of her position under the terms outlined above following the Superintendent's use of all such accrued and unused sick and personal leave days. Verification of the illness or disability of the Superintendent shall be required, at the District's sole expense, whenever a majority of the Board requests it, but no more frequently than once per Contract year. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician (or such physician's designee) chosen by the Superintendent from a list of three (3) qualified providers given to the Superintendent by the Board. Should the Superintendent be terminated under this Section due to such physical or mental disability, the Superintendent shall be entitled to six (6) months of her annual base salary set out in Subsection 3.1. Except for the payments set out herein,

the District shall have no further liability to the Superintendent for any other compensation or benefits.

6.6 **Extension of Contract Term by the Board**. The Board may, in its discretion, extend the term of this Contract at any time, but there is no requirement that it do so.

6.7 **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.

6.8 **Suspension**. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6.9 **Non-Renewal of Contract**. The Board may choose not to renew this Contract upon its expiration. The Board will provide the Superintendent with notice of proposed nonrenewal of this Contract including the reason for nonrenewal not later than the 45th day before the expiration of the Contract as stated in Subsection 1.1. In the event that notice of proposed nonrenewal is not given to the Superintendent on or before the 45th day before the expiration of the Contract, the Superintendent shall be employed in the same professional capacity and upon the same terms described in this Contract other than length of Contract for the following school year. The nonrenewal of this Contract shall be effectuated in accordance with Board policy and applicable state and federal law.

7. MISCELLANEOUS

7.1 **Governing Law and Venue**. This Contract shall be governed by the laws of the state of Texas, and shall be performable in Harris County, Texas. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district' administration building is located.

7.2 **Complete Agreement**. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

7.3 **Professional Liability**. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however,

any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 and be subject to the terms of the applicable insurance contract. To the extent this Section 7.3 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings.

7.3.1 During the term or any extended term of the Contract, the Superintendent shall cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District.

7.3.2. After termination of this Contract, the Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suite, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Superintendent's employment with the District, at no additional expense to the District other than reimbursement to Superintendent for her documented reasonable and necessary out-of-pocket expense, plus reimbursement of any salary loss by Superintendent by virtue of her taking time off from her then current employment to assist the District at its request. If Superintendent is not employed at the time, the District shall compensate Superintendent at Superintendent's daily rate of pay, calculated by dividing the salary (Section 3.1) under the most current contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Superintendent shall be mutually agreed upon in advance.

7.3.3 Except as expressly set forth herein, both the District's obligation and the Superintendent's obligation under this Section 7.3 shall survive the termination of this Contract.

7.4 **Notice to Superintendent.** The Superintendent agrees to keep a current address on file with the District's Human Resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

7.5 **Notice to Board**. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by

providing one copy of the notice to the President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President's address of record, as provided to the District.

7.6 **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.

7.7 **Legal Representation**. Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

7.8 **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.

7.9 **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.

7.10 **Signatures.** For purposes of this Agreement, facsimile or email-PDF or electronic signatures are treated as original signatures.

WITNESS THE EXECUTION HEREOF IN DUPLICATE ORIGINALS as of this 7th day of April, 2021.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Tanya Eagleton
President, Board of Trustees

SUPERINTENDENT

By:_____
Ms. Paula Patterson

FIRST AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on April 19, 2021;

WHEREAS, at the meeting on April 19, 2021, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 3.3 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

> **3.3 Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract pursuant to Board policy or Board approval. The District agrees to pay reasonable actual and incidental costs incurred by the Superintendent for travel outside of the District. Such actual or incidental costs may include, but are not limited to, gasoline, hotels at conference rate(s) and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. Unless specified differently is this paragraph, the Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. The Board shall retain the authority to refuse any reimbursement request that is determined to be excessive or which the Board reasonably believes falls outside the scope of the Superintendent's duties.

EXECUTED this 29th day of April, 2021 and effective April 19, 2021.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By: _____
Ms. Panya Eagleton
President, Board of Trustees

By: Paula Patterson
Ms. Paula Patterson
Superintendent of Schools

SECOND AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on January 19, 2022;

WHEREAS, at the meeting on January 19, 2022, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 1.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

1.1 **Term.** The Board, by and on behalf of the Crosby Independent School District (the "District"), employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on and effective April 8, 2021 and ending on June 30, 2025. In all years of this Contract, the contract year shall be from July 1st through June 30th. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract

Subsection 3.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

3.1 **Salary.** The Superintendent shall be paid an annual base salary in the sum of Two Hundred Twelve Thousand and one hundred dollars and No/100 Dollars ($212,100.00) effective January 19, 2022. This amount will be paid in installments in accordance with Board policy, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff. In addition, effective January 19, 2022, the District shall also provide the Superintendent with a one-time lump sum additional supplemental salary pay in the amount of $6,969.00. This supplemental salary pay amount shall be made in two separate payments on January 31, 2022, and February 15, 2022, respectively, and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

Subsection 4.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.1 **Administrative Benefits.** The Board shall provide the Superintendent with all the same benefits, including the same premium coverage under the District's group health care plan ("Premium Coverage"), applicable to twelve-month administrative employees in accordance with Board policy unless otherwise stated in this Contract, in which case this Contract supersedes such administrative benefits. If the Superintendent declines to participate in the District's group health care plan, then the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent an amount equal to the Premium Coverage portion paid by the District on behalf of twelve-month administrative employees participating in the plan. Such contributions will be made in installments in accordance with Board policy and payroll practices, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff. Each contribution to the Supplemental Retirement Plan and earnings thereon shall become immediately vested with the Superintendent. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-elective contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

The Board shall also provide to the Superintendent, at District expense, the District's available premium/high option dental and vision coverage for the Superintendent and immediate family members.

Subsection 4.3 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.3 **Vacation, Non-Duty Days, and Holidays.** The Superintendent may take, at her choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. In addition, effective on January 19, 2022, and on July 1st of each year during the term of this Contract, including any extensions thereof, the Superintendent shall receive five (5) additional vacation days, the days to be taken in a single period or at different times. The Superintendent shall also receive three (3) additional vacation days for use between January 19, 2022 through June 30, 2022. Beginning July 1, 2022, the Superintendent shall also receive five (5) additional vacation days for use between July 1, 2022 through June 30, 2023. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into subsequent years of this Contract up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

Subsection 4.4 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.4 **Professional Growth.** The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national level. Membership fees shall be paid for the Superintendent for the National School Board Association, the American Association of School Administrators, the Texas Association of School Boards, Texas Association of School Business Officials, the Texas Association of School Administrators and also for any other organizations of the Superintendent's choice within her allotted Superintendent budget. Reasonable travel expenses will be paid for the Superintendent to attend the annual conventions of these associations/organizations each calendar year and any other conventions or meetings selected by the Board of Trustees and the Superintendent, including, without limitation, the Commissioner's Mid-Winter Conference, TASA's Superintendent's Summer Conference and meetings of the TASA State UIL Advisory Committee. Attendance at or participation in area, regional and state meetings of the aforementioned associations or groups by the Superintendent shall not interfere with the required duties of the Superintendent within the District.

EXECUTED this 7th day of February, 2022 and effective January 19, 2022.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By: _____
Ms. Tanya Eagleton
President, Board of Trustees

By: _____
Ms. Paula Patterson
Superintendent of Schools

THIRD AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on September 12, 2022;

WHEREAS, at the meeting on September 12, 2022, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 3.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

3.1 **Salary.** The Superintendent shall be paid an annual base salary in the sum of Two Hundred Eighteen Thousand and four hundred and sixty-three dollars and No/100 dollars ($218,463.00) effective September 1, 2022. This amount will be paid in payroll installments in accordance with Board policy, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff.

Subsection 3.6 of the Superintendent's Contract of Employment executed on April 7, 2021, is added as follows:

3.6 Teacher Retirement System of Texas. Effective September 1, 2022, and for each subsequent contract year under this Contract, with respect to the monthly contribution to the Teacher Retirement System of Texas ("TRS") required by the Superintendent, the District shall supplement the Superintendent's annual salary pay in the total annual amount of nine thousand dollars and No/100 dollars ($9,000.00). This additional salary supplement shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

Subsection 4.3 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.3 Vacation, Non-Duty Days, and Holidays. The Superintendent may take, at her choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. In addition, effective September 1, 2022, for the current contract year, and on July 1st of each year during the term of this Contract, including any extensions thereof, the Superintendent shall receive ten (10) additional vacation days, the days to be taken in a single period or at different times. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into subsequent years of this Contract up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent may request payment for five (5) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's "Daily Rate", determined by dividing the Superintendent's then current annual salary as reported to TRS by 226. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

Subsection 5.2 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

5.2 Review of Performance. Unless agreed otherwise between the Board and the Superintendent, the Board shall formally evaluate and assess the performance of the Superintendent annually in June 2023 and in June of any subsequent year of this Contract or any extension thereof. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the District Goals outlined

in Subsection 5.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least 30 days prior to the Regular Called Board Meeting in June. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The Superintendent may provide written information to the Board for consideration in the evaluation. The Board shall consider appropriate contract action at the same meeting.

In consideration of possible contract extension, during the month of January of each respective contract year, the Board shall also perform an informal mid-year review of the Superintendent's job performance.

EXECUTED this 16 day of September, 2022 and effective September 12, 2022.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By: _____
Mr. J.R. Humphries
President, Board of Trustees

By: Paula Patterson
Ms. Paula Patterson
Superintendent of Schools

FOURTH AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on January 23, 2023;

WHEREAS, at the meeting on January 23, 2023, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 1.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

1.1 **Term.** The Board, by and on behalf of the Crosby Independent School District (the "District"), employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District from today through June 30, 2026. In all years of this Contract, the contract year shall be from July 1st through June 30th. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract.

EXECUTED this 23 day of January, 2023 and effective January 23, 2023.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By:_____
Mr. J.R. Humphries
President, Board of Trustees

By: Paula Patterson
Ms. Paula Patterson
Superintendent of Schools

FIFTH AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on May 30, 2023;

WHEREAS, at the meeting on May 30, 2023, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 3.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

3.1 **Salary.** The Superintendent currently receives an annual base salary in the sum of Two Hundred Eighteen Thousand and four hundred and sixty-three dollars and No/100 dollars ($218,463.00) effective July 1, 2023, the salary will increase to include the percentage salary adjustment increase approved by the Board of Trustees for district administrators for the 2023-2024 school year. This amount will be paid in payroll installments in accordance with Board policy, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff.

Subsection 3.6 of the Superintendent's Contract of Employment executed on April 7, 2021, is added as follows:

3.6 Teacher Retirement System of Texas. All benefits provided by contract through June 30, 2023 shall remain in effect; however effective July 1, 2023, and for each subsequent contract year under this Contract, with respect to the monthly contribution to the Teacher Retirement System of Texas ("TRS") required by the Superintendent, the District shall supplement the Superintendent's annual salary pay in the total annual amount of ten thousand five hundred dollars and No/100 dollars ($10,500.00). This additional salary supplement shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

Subsection 4.3 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.3 Vacation, Non-Duty Days, and Holidays. The Superintendent may take, at her choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts and also receive all other benefits provided by contract through June 30, 2023. Effective July 1, 2023, for that current contract year, and on July 1st of each year during the term of this Contract, including any extensions thereof, the Superintendent shall receive fifteen (15) additional vacation days, the days to be taken in a single period or at different times. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into subsequent years of this Contract up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent may request payment for ten (10) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's "Daily Rate", determined by dividing the Superintendent's then current annual salary as reported to TRS by 226. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

Subsection 5.2 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

5.2 Review of Performance. Unless agreed otherwise between the Board and the Superintendent, the Board shall formally evaluate and assess the performance of the Superintendent annually in January 2024 and in January of any subsequent year of this Contract or any extension thereof. The evaluation and assessment shall be related to the duties of the

the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent may request payment for ten (10) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's "Daily Rate", determined by dividing the Superintendent's then current annual salary as reported to IRS by 226. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

Subsection 5.2 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

5.2 **Review of Performance**. Unless agreed otherwise between the Board and the Superintendent, the Board shall formally evaluate and assess the performance of the Superintendent annually in January 2024 and in January of any subsequent year of this Contract or any extension thereof. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the District Goals outlined in Subsection 5.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least 30 days prior to the Regular Called Board Meeting in January. The Board and Superintendent plan to conduct the evaluation at a duly called Special Board Meeting during the month of January. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The Superintendent may provide written information to the Board for consideration in the evaluation. The Board shall consider appropriate contract action at the same meeting. The Board may also consider additional appropriate contract action at a different meeting.

EXECUTED this 5 day of June 2023 and effective May 30, 2023.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By: _____
Mr. J.R. Humphries
President, Board of Trustees

By: Paula Patterson
Ms. Paula Patterson
Superintendent of Schools

SIXTH AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

WHEREAS, the Board of Trustees ("Board") of the Crosby Independent School District, met on January 8, 2024;

WHEREAS, at the meeting on January 8, 2024, the Board, pursuant to her Superintendent's Contract of Employment ("Contract"), offered Ms. Paula Patterson an amendment to her Contract;

WHEREAS, Ms. Patterson accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Ms. Patterson agree as follows:

I.

Subsection 1.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

1.1 **Term.** The Board, by and on behalf of the Crosby Independent School District (the "District"), employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on and effective January 8, 2024 and ending on June 30, 2027. In all years of this Contract, the contract year shall be from July 1st through June 30th. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate this Contract to a term as permitted by state law. This Contract creates no property interest of any kind beyond the term of this Contract.

Subsection 3.1 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

3.1 **Salary.** Effective January 9, 2024, the Superintendent shall receive an annual base salary in the sum of Two Hundred Thirty-One Thousand and seven hundred and sixty-seven dollars and No/100 dollars ($231,767.00). This amount will be paid in payroll installments in accordance with Board policy, if any, applicable to district-wide administrative staff or school district administrative procedures applicable to district-wide administrative staff.

Subsection 3.6 of the Superintendent's Contract of Employment executed on April 7, 2021, is added as follows:

3.6 **Teacher Retirement System of Texas.** All benefits provided by contract through January 8, 2024, shall remain in effect; however effective January 9, 2024, and for each subsequent contract year under this Contract, with respect to the monthly contribution to the Teacher Retirement System of Texas ("TRS") required by the Superintendent, the District shall supplement the Superintendent's annual salary pay in the total annual amount of twelve thousand dollars and No/100 dollars ($12,000.00). This additional salary supplement shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

Subsection 4.3 of the Superintendent's Contract of Employment executed on April 7, 2021, is amended and revised as follows:

4.3 **Vacation, Non-Duty Days, and Holidays.** The Superintendent may take, at her choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. For this current contract year, and on July 1st of each year during the term of this Contract, including any extensions thereof, the Superintendent shall receive fifteen (15) additional vacation days, the days to be taken in a single period or at different times. The Superintendent's accrued and unused vacation days may be accumulated from contract year to contract year and carried over into subsequent years of this Contract up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of her use of vacation days. The Superintendent may request payment for up to fifteen (15) days of accrued but unused vacation days at any time during each contract year during the term of this Contract, to be paid at the Superintendent's "Daily Rate", determined by dividing the Superintendent's then current annual salary as reported to TRS by 226. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred and twenty-six (226) days during each year of this Contract.

EXECUTED this 11 day of January 2024 and effective January 8, 2024.

BOARD OF TRUSTEES
CROSBY INDEPENDENT SCHOOL
DISTRICT

By:_____
Mr. J.R. Humphries
President, Board of Trustees

By: Paula Patterson
Ms. Paula Patterson
Superintendent of Schools

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30, 2023

Description of Reimbursements	Paula Patterson Superintendent	JR Humphries	Jennifer Roach	Heather Barrett	Kea Lynn Lewis	Karen Thomas	Phillip Chapman	Lisa Kallies	Christina Castillo	John Swinney
Meals	$ 702.05	$ -	$ 48.67	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lodging	4,047.49	-	2,275.94	-	670.62	-	-	-	-	-
Transportation	3,026.62	-	1,161.91	-	273.75	-	-	-	-	-
Motor Fuel	-	-	-	-	-	-	-	-	-	-
Other	4,580.00	50.00	1,550.00	50.00	475.00	-	250.00	285.00	-	-
Total	$ 12,356.16	$ 50.00	$ 5,036.52	$ 50.00	$ 1,419.37	$ -	$ 250.00	$ 285.00	$ -	$ -

All “reimbursements” expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

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

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

For the Twelve-Month Period
Ended June 30, 2023

Name of Entity	Amount Received
Total	$ -

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

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

For the Twelve-Month Period
Ended June 30, 2023

	Paula Patterson Superintendent	JR Humphries	Jennifer Roach	Heather Barrett	Kea Lynn Lewis	Karen Thomas	Phillip Chapman	Lisa Kallies	Christina Castillo	John Swinney
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30, 2023

	Paula Patterson Superintendent	JR Humphries	Jennifer Roach	Heather Barrett	Kea Lynn Lewis	Karen Thomas	Phillip Chapman	Lisa Kallies	Christina Castillo	John Swinney
Amounts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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