EANES INDEPENDENT SCHOOL DISTRICT

SCHOOL FIRST

Financial Integrity Rating System of Texas

2025 RATING and REPORT

Based on Audited Financial Data

For the 2023 - 2024 Fiscal Year

It is the policy of the Eanes Independent School District not to discriminate on the basis of race, color, national origin, sex, disability or age in its employment or in providing education or access to benefits of educational services, activities, and programs. The following persons are designated to handle inquiries, regarding non-discrimination policies:
Title II, Section 504, and Age Act of 1975: Molly May, Asst Superintendent Curriculum, Instruction, & Assessment, (512) 732-9020
Title IX: Laurie Lee, Chief Human Resources Officer, (512) 732-9010
Both are officed at EISD Central Administration, 601 Camp Craft Road, Austin, TX 78746

EANES INDEPENDENT SCHOOL DISTRICT

Annual Financial Management Report
2025 Financial Integrity Rating System of Texas (FIRST) Rating

This report includes the following information to assist the public in understanding the FIRST rating system and Eanes ISD's rating:

Eanes ISD 2025 Overall Rating	Page 2
Overall 2025 Texas School District Ratings	Page 3
2025 Eanes ISD FIRST Rating – 2023-24 Indicator Results	Page 4
2024 Eanes ISD FIRST Rating – 2022-23 Indicator Results	Page 8
Required Disclosures	Page 12

Beginning with the 2001-02 fiscal year, the financial health of every school district in Texas is evaluated as part of a financial accountability system known as School FIRST. The primary goal of School FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

Eanes ISD has received a rating of

Superior

for 2025, the highest rating a district can achieve. The 2025 rating is based on an analysis of staff, student, budget, and audited financial data for 2023-24. Eanes ISD has received the highest possible rating for all years since 2003, the first year of implementation for the FIRST accountability system.

In 2021, the accountability standards were revised to include 20 indicators as compared to 15 in the prior year. In 2024, one additional indicator was added making it a total of 21 indicators. The FIRST rating is assigned to each school district based on indicators to measure critical financial management practices, ratios, and other indicators. These indicators provide a snapshot of the district's financial stability and management practices and include information about fund balance reserves, the annual financial audit, debt payments, and district expenditures.

Questions regarding the District's FIRST rating may be addressed to: Chris Scott, Chief Financial Officer or Maria Rockstead, Executive Director of Finance at 601 Camp Craft Rd, Austin, TX 78746, (512) 732-9000.

Financial Integrity Rating System of Texas
Overall Statistics
2025 School District Ratings

Ratings	Number of Districts	% Total
A = Superior	862	84.68%
B = Above Standard	87	8.55%
C = Meets Standard	49	4.81%
F = Substandard Achievement	20	1.96%
Totals	1,018	100.00%

RATING YEAR 2024-2025 DISTRICT NUMBER district # Select An Option Help Home

Financial Integrity Rating System of Texas

2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

Name: **EANES ISD**(**227909**)	**Publication Level 1:** 8/8/2025 12:54:09 PM
Status: **Passed**	**Publication Level 2:** 8/8/2025 4:49:42 PM
Rating: A = Superior Achievement	**Last Updated:** 8/8/2025 4:49:42 PM
District Score: 94	**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?	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 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	4/23/2025 6:09:56 PM	Ceiling Passed

	maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)		
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.)	4/23/2025 6:09:56 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.	4/23/2025 6:09:56 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.	4/23/2025 6:09:56 PM	4
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.	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	4/23/2025 6:09:56 PM	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	4/23/2025 6:09:56 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.	4/23/2025 6:09:56 PM	10
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? See ranges below in the Determination of Points section.	4/23/2025 6:09:56 PM	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.)	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 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.)	4/23/2025 6:09:56 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?	4/23/2025 6:09:56 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?	4/23/2025 6:09:56 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?	4/23/2025 6:09:56 PM	Ceiling Passed
			94 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			94 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, 5, 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 5 (Total Net Position) - Negative total net position and do not have 7% or more or 1.000 or more increase in growth in students in membership over 5 years.	79	C = Meets Standard 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

RATING YEAR 2023-2024 DISTRICT NUMBER district # Select An Option Help Home

Financial Integrity Rating System of Texas

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

Name: **EANES ISD**(**227909**)	**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 2:05:49 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 6:26:34 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 6:26:34 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 6:26:34 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 6:26:34 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	4/19/2024 6:26:34 PM	Ceiling Passed

	maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)		
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	4/19/2024 6:26:34 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/19/2024 6:26:34 PM	2
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	4/19/2024 6:26:34 PM	10
10	This indicator is not being evaluated.		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/19/2024 6:26:34 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 2:05:48 PM	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	8/20/2024 2:05:49 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/19/2024 6:26:34 PM	10
15	This indicator is not being evaluated.		5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/19/2024 6:26:34 PM	Ceiling Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	4/19/2024 6:26:34 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/19/2024 6:26:34 PM	5

20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/19/2024 6:26:34 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/19/2024 6:26:34 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

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

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

FIRST 5.15.7.0

Disclosure Requirements

- Copy of Superintendent's Contract

  Attached

- Summary Schedule of Total Reimbursements Received by the Superintendent and each Board Member

Schools FIRST Report

Total reimbursements or payments made on behalf of current and past Board Members and the Superintendent for Fiscal Year 2023-2024

For the Twelve-Month Period Ending June 30, 2024									
	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Description of Reimbursements	Dr. Jeff Arnett	Ellen Balthazar	Jennifer Champagne	Laura Clark	Diane Hern	Kelly Marwill	Kim McMath	Heather Sheffield	James Spradley
Meals	$ 906.24	$ 52.43	$ 3.55	$ 52.43	$ 52.43	$ 64.30	$ -	$ 52.43	$ 52.43
Lodging	$ 1,603.09	$ 688.71	$ -	$ 1,502.84	$ 2,271.23	$ 834.84	$ -	$ 1,994.75	$ 1,104.56
Transportation	$ 818.47	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Motor Fuel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ 3,143.87	$ 567.50	$ 617.50	$ 1,485.00	$ 1,295.00	$ -	$ 667.50	$ 1,295.00	$ 567.50
Total	$ 6,471.67	$ 1,308.64	$ 621.05	$ 3,040.27	$ 3,618.66	$ 899.14	$ 667.50	$ 3,342.18	$ 1,724.49

- Summary Schedule of the Dollar amount of Compensation received by the Superintendent in exchange for Professional Consulting

  None to Report

- Total Dollar Amounts of Gifts that had an Economic Value of $250 or more received by the Superintendent and Board

  None to Report

- Summary Schedule of the Dollar Amount of Business Transactions Between a Board Member and School District

  None to Report

Docusign Envelope ID: 3333E2F0-1CCE-4ECA-A2A0-DC3B262E65A4

Interim Superintendent Contract

EANES INDEPENDENT SCHOOL DISTRICT

This Contract is entered into between the Board of Trustees (the "Board") of EANES INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. Tom Trigg (the "Interim Superintendent").

The Board and the Interim Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Interim Superintendent, beginning August 1, 2025, for a five (5) month period or until the District enters into a contract with a superintendent, whichever occurs first, but no later than December 31, 2025. The Board and the Interim Superintendent ("Parties") may extend the term of this Contract by agreement.

2. **Certification and Credentials.** The Interim Superintendent represents that any records or information provided in connection with his employment application are true and correct.

3. **Representations.** At the beginning of this Contract, and at any time during this Contract, the Interim Superintendent agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this Contract.

4. **Duties.** The Interim Superintendent agrees to perform the duties of superintendent for the duration of this Contract, acting in an interim status.

5. **Outside Employment.** The Interim Superintendent may, with advance approval of the Board President, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations that do not conflict or interfere with the Interim Superintendent's professional responsibilities to the District such that are in compliance with Texas law. For any such outside employment, the Interim Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Interim Superintendent agrees to provide information regarding income from such activities, if any, to the District as necessary for financial reporting requirements.

6. **Compensation.** The Board agrees to pay the Interim Superintendent a salary in the

Docusign Envelope ID: 3333E2F0-1CCE-4ECA-A2A0-DC3B262E65A4

amount of $ 30,000 per month for the actual period of time the Interim Superintendent provides services under this Contract, prorated as appropriate for any partial month, and which amount shall be inclusive of all District contributions to a District Retirement Plan, if any.

Prior to conclusion of the first pay cycle under this Contract, the Interim Superintendent may, in accordance with Texas and federal law, request that a portion of the Compensation, above, be diverted into a District Retirement Plan each month. The District Retirement Plan, if any, shall be composed of a plan established for the benefit of the Interim Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code"). Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District, and the Interim Superintendent shall have no right to receive such diverted contributions in cash. Unless already established, 403(b), 401(a), and 457(b) plans shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Interim Superintendent. The funds for the 403(b) plan, 401(a) plan and 457(b) plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the plan are invested, to the extent such investments comply with applicable State and federal laws. Contributions to the District Retirement Plan, if any, shall first be made to the 403(b) plan. To the extent that the contributions provided in this Contract would result in a contribution to the 403(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 403(b) plan shall be made the 457(b) plan. Nothing contained herein shall result in payments under this Section beyond the termination of the Contract.

7. **Housing Expenses.** The Board agrees to pay for suitable temporary housing for the Interim Superintendent during the term of this Contract for an actual amount not to exceed $4000 per month, inclusive of all fees and costs, including but not limited to, any rental charges, utilities, taxes, parking, etc. Should the Interim Superintendent not be able to locate suitable housing for the amount stated in this Paragraph, the Board President has authority to approve an increased amount in the Board President's sole discretion.

8. **Benefits.** The District shall provide benefits to the Interim Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion. The District shall pay Interim Superintendent TRS surcharges as required by law.

Docusign Envelope ID: 3333E2F0-1CCE-4ECA-A2A0-DC3B262E65A4

9. **Vacation, Holidays, and Leave.** The Interim Superintendent shall receive three (3) local days of leave and all applicable state leave during the time the Interim Superintendent provides services under this Contract. The Interim Superintendent shall schedule leave days with the President of the Board. The Interim Superintendent shall also receive all holidays and breaks observed by the District for administrators on 12-month contracts for the period of time the Interim Superintendent provides services under this Contract. Should the Interim Superintendent need any additional leave days, the Board President may approve those days in the Board President's sole discretion.

10. **Business Expenses.** The District shall pay or reimburse the Interim Superintendent for reasonable expenses incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this Contract, in accordance with the established District budget. The District agrees to pay the actual and incidental costs incurred by the Interim Superintendent for documented travel inside and outside the District for the purpose of conducting District business but not for travel to/from work. The Interim Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policies and District procedures.

11. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board. The Parties agree that "good cause" for termination of this Contract includes the District's entering into an employment contract with a superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code chapter 21. In the event of termination or suspension without pay (not including termination due to the District entering into an employment contract with a superintendent), the Interim Superintendent will be provided with an opportunity for hearing that comports with constitutional due process requirements.

    The Interim Superintendent and the District may terminate this Contract by mutual agreement, such agreement to be written and approved by the Board at a lawfully called Board meeting.

12. **Indemnification.** To the extent it may be permitted to do so 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 the Interim Superintendent from any and all demands, claims, suits, actions, judgments, expenses, penalties, and attorneys' fees incurred in any legal proceedings or claims brought against the Interim Superintendent in the Interim Superintendent's individual or official capacity as an employee and as Interim Superintendent of the District, providing the

Docusign Envelope ID: 3333E2F0-1CCE-4ECA-A2A0-DC3B262E65A4

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 the Interim Superintendent as an employee of the District, acting within the course and scope of Interim Superintendent's employment with the District and including any penalties for alleged violations of Texas law; 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 the Interim Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Interim Superintendent. The selection of the Interim Superintendent's legal counsel shall be with the mutual agreement of the Interim Superintendent and the District, such agreement shall not be unreasonably withheld by either party, if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 12 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 12 shall survive the termination of this Contract.

13. **Amendment.** This Contract may not be amended except by written agreement of the Parties.

14. **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

15. **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any written addenda, constitutes the entire agreement between the Parties.

16. **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim 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's administration building is located without regard to conflict of interest principles.

17. **Paragraph Headings.** The headings used at the beginning of each numbered paragraph

Docusign Envelope ID: 3333E2F0-1CCE-4ECA-A2A0-DC3B262E65A4

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.

18. **Notices.**

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

To the Board: The Board agrees that the Interim Superintendent may meet any legal obligation he has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Interim Superintendent: Signed by: Dr. Tom Trigg 2226A4188E764B0...

Date signed: 7/28/2025

Eanes Independent School District

By: Lisa Milstead

President, Board of Trustees

Date signed: 7/28/2025

Eanes Independent School District
Clarifying Instructions to Interim Superintendent Contract

WHEREAS, on July 24, 2025, the Board of Trustees of the Eanes Independent School District unanimously voted to enter into an Interim Superintendent Contract ("the Contract") with Dr. Tom Trigg;

WHEREAS, during contract negotiations and contract drafting the Board of Trustees understood and intended to comply with Dr. Trigg's desire to have the agreed-upon payment delivery method to Dr. Trigg be in the form of a "non-elective employer contribution" to allow for employer direct deposit into Dr. Trigg's designated 403(b) and 457(a) and (b) accounts;

WHEREAS, this intended payment-delivery method is evident in Paragraph 6 of the Contract;

WHEREAS, the agreed-upon payment amount in the Contract remains unchanged, however, the payment delivery method needs further clarification to satisfy any possible resulting tax implications;

WHEREAS, although the language in the Contract does not explicitly specify that the Dr. Trigg's salary is a "non-elective employer contribution," that was the *intent* of the Board as evident in Paragraph 6; and

WHEREAS, although the language in the Contract does not clearly specify that the non-elective employer contribution is to be deposited to Dr. Trigg's retirement accounts, including his 457(b), 403(a), and 403(b) accounts, that was the *intent* of the Board as evident in Paragraph.

WHEREAS, this clarifying instruction does not change the terms of the Contract but rather clearly explains the payment delivery method in order to satisfy resulting tax implications.

THEREFORE, IT IS CLARIFIED THAT:

1. Eanes ISD's payment to Dr. Trigg under the Contract is to be in the form of a non-elective employer contribution to one of the District's retirement plans; and
2. Eanes ISD's payment to Dr. Trigg under the Contract shall be directed to Dr. Trigg's designated retirement accounts, including his 457(b) 403(a), and 403(b) accounts, as directed by Dr. Trigg. However, such direction is not intended to make Dr. Trigg's payment an elective deferral to such plans. This direction is meant to guide the Board as to where these contributions shall be made.
3. These clarifications are consistent with Paragraph 6 of the Contract.

Kim McMath, President
Board of Trustees
Eanes Independent School District