



**Annual Financial Management Report  
2024 – 2025**



**Rockwall**  
INDEPENDENT SCHOOL DISTRICT

**Rockwall Independent School District**

# Rockwall Independent School District

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# Rockwall

INDEPENDENT SCHOOL DISTRICT

Dr. John Villarreal  
*Superintendent*

November 17, 2025

To The Citizens of Rockwall Independent School District:

In accordance with Texas Administrative Code Chapter 109, Subchapter AA 109.001, the 2024-2025 Annual Financial Management Report is being presented. During these challenging times, maintaining the financial health of the District and modeling accountability is imperative. One of the District's core beliefs is that high expectations lead to high levels of success. This belief applies to our students, staff and financial operations of the District. The Board of Trustees has set a goal that the District will demonstrate fiscal responsibility and communicate financial information to our stakeholders. This report is presented to fulfill these beliefs and goals.

We are pleased to report that Rockwall Independent School District received a superior rating from the Texas Education Agency regarding financial operations. This is the highest rating that can be achieved.

This is the 23<sup>rd</sup> year that Texas school districts are reporting the results of the state's financial accountability system, Financial Integrity Rating System of Texas (FIRST). In addition to the evaluation of 21 criteria and disclosures, the Financial Solvency Provisions of TEC §39.0822 now require additional data to assist in evaluating a school district's financial solvency. We are pleased with our ratings and will strive to continue to improve the financial operations of the District.

Sincerely,

Dr. John Villarreal  
Superintendent of Schools

**Background Information:**

Senate Bill (SB) 875 of the 76<sup>th</sup> Legislature in 1999 required the development of a proposal for a school financial accountability rating system for school districts. The 83<sup>rd</sup> Texas Legislature in 2001 enacted SB 218, which requires the implementation of a financial accountability rating system and was amended under House Bill 5, 83<sup>rd</sup> Texas Legislature, Regular Session 2013. The financial accountability rating system is officially referred to as “Schools FIRST” (Financial Integrity Rating System of Texas). The primary goal of Schools FIRST is to achieve quality, a goal made more significant due to the complexity of accounting associated with Texas’ school finance system. The Schools FIRST accountability rating ensures that Texas school districts are accountable not only for student learning, but also for achieving these results cost-effectively and efficiently.

The primary objective of the rating system is to assess the quality of financial management in Texas public schools. A secondary objective is to measure and report the extent to which financial resources in Texas public schools assure the maximum allocation possible for direct instructional purposes. Other objectives reflect the implementation of a rating system that fairly and equitably evaluates the quality of financial management decisions. After full implementation of the rating system, the districts’ ratings will be openly reported to the general public and to other interested persons and entities.

**District Ratings**

The Schools FIRST accountability rating system assigns financial accountability ratings to Texas school districts by the applicable number of points earned as follows:

- A = Superior Achievement 90-100
- B = Above Standard Achievement 80-89
- C = Meets Standard Achievement 70-79
- F = Substandard Achievement < 70

Districts that receive the “Substandard Achievement” rating under Schools FIRST must file a corrective action plan with the Texas Education Agency.

**For 2024-2025 the Rockwall Independent School District received  
a School FIRST rating of:**

**A = SUPERIOR ACHIEVEMENT**

**Resulting in a status of**

**PASSED**

**Reporting, Notices and Public Meetings**

The Board of Trustees will publish an annual report describing the financial management performance of the district. The report must include the information provided by the Texas Education Agency and any supplemental information as may be determined by the local board of trustees. **A copy of the report is available, upon request, at the District's administrative offices and on the district's website.**

As required by State law, the Board of Trustees shall hold a public meeting within two months of receiving the School FIRST ratings. Notice of the meeting to discuss the school financial accountability rating must be published twice in a local newspaper. The first notice must be no more than thirty days or less than ten days prior to the scheduled meeting date. The District has complied with the public hearing notifications in the local newspaper. **The public meeting was held in conjunction with the regularly called Board of Trustees meeting on November 17<sup>th</sup>, 2025.**



**Financial Integrity Rating System of Texas**

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

|   |  |
|---|--|
| <b>Name:</b> ROCKWALL ISD(199901)       | <b>Publication Level 1:</b> 8/8/2025 12:54:09 PM |
| <b>Status:</b> Passed                   | <b>Publication Level 2:</b> 8/8/2025 4:49:42 PM  |
| <b>Rating:</b> A = Superior Achievement | <b>Last Updated:</b> 8/8/2025 4:49:42 PM         |
| <b>District Score:</b> 98               | <b>Passing Score:</b> 70                         |

| #  | Indicator Description  | Updated              | Score                  |
|----|--|----------------------|------------------------|
| 1  | <a href="#">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>   | 4/23/2025 6:09:55 PM | Yes                    |
| 2  | <a href="#">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.)</a>  | 4/23/2025 6:09:55 PM | Yes                    |
| 3  | <a href="#">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.)</a> | 4/23/2025 6:09:55 PM | Yes                    |
| 4  | <a href="#">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.)</a>   | 4/23/2025 6:09:55 PM | Yes<br>Ceiling Passed  |
|    |  |                      | 1<br>Multiplier<br>Sum |
| 5  | <a href="#">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.)</a>            | 4/23/2025 6:09:55 PM | Ceiling Passed         |
| 6  | <a href="#">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.)</a>  | 4/23/2025 6:09:55 PM | Ceiling Passed         |
| 7  | <a href="#">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.</a>  | 4/23/2025 6:09:55 PM | 10                     |
| 8  | <a href="#">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.</a>   | 4/23/2025 6:09:55 PM | 10                     |
| 9  | <a href="#">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.</a>  | 4/23/2025 6:09:55 PM | 10                     |
| 10 | This indicator is not being evaluated.   |                      | 10                     |
| 11 | <a href="#">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.)</a>   | 4/23/2025 6:09:55 PM | 10                     |
| 12 | <a href="#">What is the correlation between future debt requirements and the district's assessed property value?</a>   | 4/23/2025 6:09:55 PM | 8                      |
| 13 | <a href="#">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.</a>  | 4/23/2025 6:09:55 PM | 10                     |
| 14 | <a href="#">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.</a>   | 4/23/2025 6:09:55 PM | 10                     |

|    |   |                         |                        |
|----|---|-------------------------|------------------------|
| 15 | <u>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.</u>   | 4/23/2025<br>6:09:55 PM | 5                      |
| 16 | <u>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.)</u>  | 4/23/2025<br>6:09:55 PM | Ceiling<br>Passed      |
| 17 | <u>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.)</u> | 4/23/2025<br>6:09:55 PM | Ceiling<br>Passed      |
| 18 | <u>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.)</u>   | 4/23/2025<br>6:09:55 PM | 10                     |
| 19 | <u>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?</u>   | 4/23/2025<br>6:09:55 PM | 5                      |
| 20 | <u>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?</u>  | 4/23/2025<br>6:09:55 PM | Ceiling<br>Passed      |
| 21 | <u>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?</u>  | 4/23/2025<br>6:09:55 PM | Ceiling<br>Passed      |
|    |   |                         | 98<br>Weighted<br>Sum  |
|    |   |                         | 1<br>Multiplier<br>Sum |
|    |   |                         | (100<br>Ceiling)       |
|    |   |                         | 98 Score               |

## DETERMINATION OF RATING

|   |   |        |
|---|---|--------|
| <b>A.</b>   | Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned. |        |
| <b>B.</b>   | Determine the rating by the applicable number of points.  |        |
|   | <b>A = Superior Achievement</b>   | 90-100 |
|   | <b>B = Above Standard Achievement</b>   | 80-89  |
|   | <b>C = Meets Standard Achievement</b>   | 70-79  |
|   | <b>F = Substandard Achievement</b>  | <70    |
| <b>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.</b> |   |        |
| The school district receives an <b>F</b> 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 <b>ceiling indicators</b> 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. |                       |                                |
| <b>Determination of rating based on meeting ceiling criteria.</b>   | <b>Maximum Points</b> | <b>Maximum Rating</b>          |
| <b>Indicator 4</b> (Timely Payments) - School district was issued a warrant hold.   | 95                    | A = Superior Achievement       |
| <b>Indicator 5</b> (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 |
| <b>Indicator 6</b> (Average Change in Fund Balance) - Response to indicator is <i>No</i> .  | 89                    | B = Above Standard Achievement |
| <b>Indicator 16</b> (PEIMS to AFR) - Response to indicator is <i>No</i> .   | 89                    | B = Above Standard Achievement |

|   |    |                                |
|---|----|--------------------------------|
| <b>Indicator 17</b> (Material Weaknesses) - Response to indicator is <i>No</i> .                | 79 | C = Meets Standard Achievement |
| <b>Indicator 20</b> (Property Values and Tax Discussion) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |
| <b>Indicator 21</b> (FSP Repayment Plan) - Response to indicator is <i>Yes</i> .                | 70 | C = Meets Standard Achievement |

Home Page: [Financial Compliance | Texas Education Agency](#) | Send comments or suggestions to [FinancialAccountability@tea.texas.gov](mailto:FinancialAccountability@tea.texas.gov)

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

FIRST 5.15.12.0



## 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 2024-2025 based on fiscal year 2024 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 2024-25 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 measures how well the



district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.

**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.



# DISCLOSURES

Per Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, the six (6) disclosures are presented as appendices in the Schools FIRST financial management report.

1. Superintendent's Employment Contract in Effect on the Date of the Schools FIRST public hearing in calendar year 2025
2. Reimbursements Received by the Superintendent and Board Members in Fiscal Year 2024
3. Outside compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2024
4. Gifts Received by the Executive Officer(s) and Board Member(s) in Fiscal Year 2024
5. Business Transactions between School District and Board Member in Fiscal Year 2024
6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Rockwall Independent School District (the "District") and Dr. John E. Villarreal (the "Superintendent").

**W I T N E S S E T H:**

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

**I. Term**

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment for a twelve-month basis as Superintendent of Schools for the District for a term of five (5) years commencing on April 1, 2025, and ending on March 31, 2030, or the earlier date upon which this Contract is terminated as herein provided. The District may, by action and discretion of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

**II. Employment**

2.1 **Duties.** The Superintendent is the chief administrator and executive officer of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall administer the District in accordance with all Board directives, policies, rules, and regulations and state and federal law, as they exist or may hereinafter be amended or adopted. As such, the Superintendent shall assign the administrative and supervisory staff in the manner that, in his judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board. Except as provided in this Agreement, the Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent

shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist and may be hereafter amended.

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

(a) **Beginning of Contract.** At the beginning of this Contract, and at any time during the Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.

(b) **During Contract.** The Superintendent also agrees that, during the term of this contract, the Superintendent will notify the Board, in writing, of any arrest and of any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude and offenses set forth in Board Policy DH (LOCAL). The Superintendent agrees to provide such notification in writing within the period specified in Board Policy.

(c) **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or 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.

2.3 **Professional Certification.** The Superintendent shall, at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law, and shall provide evidence of such certification to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Agreement void, and any material misrepresentation by the Superintendent in any records provided to the District shall be grounds for termination.

2.4 **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to another position in the District except by mutual written agreement of the parties.

2.5 **Board Meetings.** The Superintendent shall attend, and shall be permitted to 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 evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.6 **Criticisms, Complaints, and Suggestions.** With the exception of those directed at the performance or conduct of the Superintendent, 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 Outside Employment.** The Superintendent may, without prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

**2.8 INDEMNIFICATION.** TO THE EXTENT IT MAY BE PERMITTED TO DO BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO TEXAS CIVIL PRACTICE & REMEDIES CODE CHAPTER 102, THE DISTRICT DOES HEREBY INDEMNIFY, DEFEND, AND HOLD THE SUPERINTENDENT HARMLESS REGARDING ANY CLAIMS, DEMANDS, DUTIES, ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE SUPERINTENDENT, OR DAMAGES INCURRED BY THE SUPERINTENDENT, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, IN HIS INDIVIDUAL OR OFFICIAL CAPACITY FOR ANY ACT OR FAILURE TO ACT INVOLVING THE EXERCISE OF JUDGMENT AND DISCRETION WITHIN THE NORMAL COURSE AND SCOPE OF HIS DUTIES AS SUPERINTENDENT OF THE DISTRICT, TO THE EXTENT AND TO THE LIMITS PERMITTED BY LAW. THIS PARAGRAPH DOES NOT APPLY IF THE SUPERINTENDENT IS FOUND TO HAVE ACTED WITH GROSS NEGLIGENCE OR WITH INTENT TO VIOLATE A PERSON'S CLEARLY ESTABLISHED LEGAL RIGHTS, OR TO HAVE ENGAGED IN OFFICIAL MISCONDUCT OR CRIMINAL CONDUCT, NOR DOES IT APPLY TO CRIMINAL INVESTIGATIONS OR PROCEEDINGS. THE DISTRICT MAY, AT ITS DISCRETION, FULFILL ITS OBLIGATION UNDER THIS PARAGRAPH BY PURCHASING APPROPRIATE INSURANCE COVERAGE FOR THE BENEFIT OF THE SUPERINTENDENT OR BY INCLUDING THE SUPERINTENDENT AS A COVERED PARTY UNDER ANY CONTRACT PROVIDING ERRORS AND OMISSIONS INSURANCE COVERAGE PURCHASED FOR THE PROTECTION OF THE BOARD AND THE PROFESSIONAL EMPLOYEES OF THE DISTRICT. 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. THE BOARD MAY RETAIN ATTORNEYS TO REPRESENT THE SUPERINTENDENT IN ANY PROCEEDING FOR WHICH HE COULD SEEK INDEMNIFICATION UNDER THIS PARAGRAPH, TO THE EXTENT THAT DAMAGES ARE RECOVERABLE OR A DEFENSE IS PROVIDED, UNDER ANY SUCH CONTRACT OF INSURANCE. NO INDIVIDUAL MEMBER OF THE BOARD SHALL BE PERSONALLY LIABLE FOR INDEMNIFYING AND DEFENDING THE SUPERINTENDENT UNDER THIS PARAGRAPH. TO THE EXTENT THIS SECTION 2.8 EXCEEDS THE AUTHORITY PROVIDED AND LIMITATIONS IMPOSED BY TEXAS CIVIL PRACTICE & REMEDIES CODE, CHAPTER 102, IT SHALL BE CONSTRUED AND MODIFIED ACCORDINGLY. INDIVIDUAL MEMBER OF THE BOARD SHALL BE PERSONALLY LIABLE FOR INDEMNIFYING OR DEFENDING THE SUPERINTENDENT UNDER THIS SECTION 2.8. THE DISTRICT'S OBLIGATION UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

### **III. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED NINETY-THREE THOUSAND, SEVEN HUNDRED SIXTY AND NO/100

DOLLARS (\$293,760.00), which amount shall be increased and effective July 1, 2025, by an amount equal to the average of any teacher percentage pay increases approved by the Board for the 2025-2026 school year. This annual salary rate shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

**(a) Bonuses.** In addition to the annual salary set forth in this Agreement, the District, at the Board's sole discretion, may also, but is not required to, pay the Superintendent discretionary annual performance or retention bonuses. The amount of such discretionary annual bonuses, if any, shall be determined at the Board's sole discretion and shall be based upon such factors as the Board may deem appropriate. If awarded, the discretionary annual bonuses for the performance shall be paid to the Superintendent on or before June 30<sup>th</sup> of the year in which bonuses are awarded.

**3.2 Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

**3.3 Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, up to 20 days of vacation annually, with the days to be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Each year on April 1 (or as soon thereafter as practicably possible), at the Superintendent's option, the District will pay the Superintendent for all unused accrued vacation days at his daily rate of pay as of the payment date. In addition, each year on April 1 (or as soon thereafter as practicably possible), at the Superintendent's option, the District will pay the Superintendent for up to 20 unused accrued state and local days at his daily rate of pay as of the payment date. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent all remaining accrued but unused vacation, local, and state days at the Superintendent's daily rate of pay as of the payment date. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's then current salary by 226. In addition to taking his vacation days, the Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same state and local leave benefits as authorized by Board policies for administrative employees on twelve-month contract, the days to be taken in a single period or at different times.

**3.4 Insurance.** The District shall provide the Superintendent and the Superintendent's family with all insurance and/or other benefits on the same basis as other twelve-month administrative employees of the District.

**3.5 Longevity Pay.** In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent for reaching annual longevity. Provided the Superintendent is still actively employed on each milestone date of April 2nd of each year of this Contract, the District shall pay the Superintendent, as additional compensation for

longevity, an amount equal to five percent (5%) of the Superintendent's annual salary ("Longevity Pay") as stated in Paragraph 3.1. This Longevity Pay shall be annualized, and paid to the Superintendent by regular payroll installments for twelve months beginning on April 3rd of the year in which the milestone is achieved and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas, to the extent permitted by TRS. No payments under this Section shall be made after the Superintendent's employment terminates.

**3.6 Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses for this purpose, including but not limited to the Superintendent's membership dues to the American Association of School Administrators, and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

**3.7 Civic Activities.** The Board encourages the Superintendent to become a member of, and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**3.8 Expenses.** The District shall pay or reimburse the Superintendent for reasonable out-of-district expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay reasonable actual and incidental costs necessarily incurred by the Superintendent for travel outside the District in conducting District business. Such actual or incidental costs shall not exceed State of Texas reimbursement guidelines applicable to employees of the State of Texas, and may include, but are

not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

**3.9 Technology.** The District will provide the Superintendent a laptop computer, and necessary computer support. The Superintendent shall be allowed to use such equipment for both District and personal business. The Superintendent will return the equipment outlined herein upon termination of this Contract, as outlined herein.

**3.10 Salary Deferral.** The District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the monthly pro rata maximum salary reduction contribution permitted by the Internal Revenue Code (the "Code") for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary"). Upon execution by the Superintendent of a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Code in the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant and subject to applicable Internal Revenue Service rules, the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution and in such event, no Salary Deferral Contribution will be made. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein are payments for services rendered by the Superintendent and shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas (TRS) to the extent permitted by TRS. No payments under this Section shall be made after the Superintendent's employment terminates.

**3.11 Life Insurance.** The District shall provide the Superintendent with a term life insurance policy in the amount of \$250,000. The District shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

**3.12 Teacher Retirement System Supplement.** The District does hereby supplement the Superintendent's annual salary continuously through the term of this Contract, in an amount equal to the Superintendent's full portion of the contribution to the Texas Teacher Retirement System (TRS), including the retirement and the TRS-Care parts of the member contribution, as applicable. This additional salary supplement for services rendered as Superintendent shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

#### **IV. Annual Performance Goals**

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

## V. Review of Performance

5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated under the modified instrument, format and/or procedure.

## VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. In the event the Board does not renew this Agreement, the Superintendent shall be afforded all rights set forth in the Board's Policies and state and federal law.

## VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause as that term is applied under Texas law. If the Superintendent chooses to engage the services of legal counsel to represent him in any such matter, he shall pay the costs thereof. Examples of the term "good cause" are provided 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) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (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 a Board member, employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Knowingly misrepresenting of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to maintain or fulfill requirements for superintendent certification; or
- (q) Any other reason constituting "good cause" under Texas law.

7.4 **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.

7.5 **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 under and pursuant to applicable Texas law.

### **VIII. Annual Physical and Disability**

8.1 **Physical Examination.** Every year at the Superintendent's option, the Superintendent may undergo a comprehensive medical examination to be performed by a licensed physician of the Superintendent's choice including, without limitation, the Cooper Clinic, addressing the Superintendent's fitness to perform the Superintendent's duties. The medical examination is optional and is not a condition of employment. The District shall pay all reasonable and actual costs of the medical examination. Any report concerning the examination shall at all times remain in the personal possession of the Superintendent and is confidential to the extent permitted by law. Following such examination, the Board may request that the medical provider provide a written statement to the Board addressing the Superintendent's ability to perform the essential functions of the position of Superintendent of Schools, with or without reasonable accommodation, following such examination. The written statement will be provided in the context of a closed session meeting in accordance with the Texas Open Meetings Act.

8.2 **Disability.** Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

### **IX. Miscellaneous**

9.1 **Release of personnel information.** If the Superintendent has not previously requested in writing that the District maintain the confidentiality of certain personnel information pursuant to Section 552.024 of the Texas Government Code, such information may be subject to public access. Superintendent understands and agrees that it is the Superintendent's responsibility to update his preference in writing if at any time he wishes to change his selection or in the event of any change in law. Superintendent understands that regardless of his selection under Section 552.024, the

District maintains the right to provide information to the Texas Education Agency in compliance with Texas Education Code §21.006 or 19 T.A.C. §249.14 in the event the Superintendent is a witness to, or the subject of, a District investigation regarding employee misconduct.

9.2 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Rockwall County, Texas, unless otherwise provided by law.

9.3 **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term covered by this Contract 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. This Contract shall be deemed drafted equally by all Parties hereto, and any presumption or principle that the language herein is to be construed against either the Board or the Superintendent shall not apply.

9.4 **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.

9.5 **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 this Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.6 **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.

9.7 **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.

9.8 **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 any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained here.

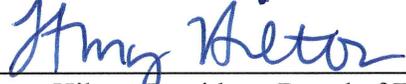
9.9 **Notice to Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President

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 and Vice President's addresses of record, as provided by the District.

9.10 **Multiple Originals.** This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

9.11 **Acknowledgments.** The Board and the Superintendent acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys or representatives prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys or representatives, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Board and the Superintendent also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The Board and the Superintendent agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

ROCKWALL INDEPENDENT SCHOOL DISTRICT

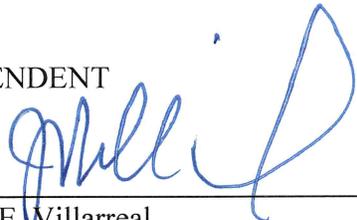
By:   
Amy Hilton, President, Board of Trustees

ATTEST:

By:   
Sherry Packer, Secretary, Board of Trustees

Executed this 24 day of March 2025.

SUPERINTENDENT

By:   
Dr. John E. Willarreal

Executed this 24 day of March 2025.

*Approved by Action of the Rockwall ISD Board of Trustees, March 24, 2025.*

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

For the Twelve-Month Period  
Ended June 30, 2024

| <u>Description of Reimbursements</u> | John                | Stan               | Frank              | Grant              | Amy                | Bart               | Sherry             | Jim                |
|--------------------------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                      | Villarreal          | Britton            | Conselman          | Dubois             | Hilton             | Miller             | Packer             | White              |
| Meals                                | \$ 380.78           | \$ 158.19          | \$ 160.49          | \$ 108.64          | \$ 99.64           | \$ 108.24          | \$ 99.64           | \$ 99.63           |
| Lodging                              | \$ 5,575.43         | \$ 1,669.94        | \$ 1,492.61        | \$ 1,550.33        | \$ 1,519.75        | \$ 1,632.98        | \$ 1,603.43        | \$ 1,574.14        |
| Transportation                       | \$ 1,947.11         | \$ 400.66          | \$ 600.25          | \$ 579.38          | \$ 520.66          | \$ 400.66          | \$ -               | \$ 645.92          |
| Motor Fuel                           | \$ -                | \$ -               | \$ -               | \$ -               | \$ -               | \$ -               | \$ -               | \$ -               |
| Other                                | \$ 8,990.00         | \$ 1,020.00        | \$ 1,020.00        | \$ 535.00          | \$ 485.00          | \$ 485.00          | \$ 660.00          | \$ 485.00          |
| <b>Total</b>                         | <b>\$ 16,893.32</b> | <b>\$ 3,248.79</b> | <b>\$ 3,273.35</b> | <b>\$ 2,773.35</b> | <b>\$ 2,625.05</b> | <b>\$ 2,626.88</b> | <b>\$ 2,363.07</b> | <b>\$ 2,804.69</b> |

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

Meals - Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel - Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

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

For the Twelve-Month Period  
Ended June 30, 2024

| <u>Name(s) of Entity(ies)</u> | Amount Received |
|-------------------------------|-----------------|
| None                          | 0               |
| <b>Total</b>                  | <b>\$ -</b>     |

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, 2024

|              | John          | Stephanie     | Stan          | Frank         | Linda         | Amy           | Sherry        | Jim           |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|              | Villarreal    | Adams         | Britton       | Conselman     | Duran         | Hilton        | Packer        | White         |
| <b>Total</b> | <b>\$0.00</b> |

**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, 2024

|                | Stephanie     | Stan          | Frank         | Linda         | Amy           | Sherry        | Jim           |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                | Adams         | Britton       | Conselman     | Duran         | Hilton        | Packer        | White         |
| <b>Amounts</b> | <b>\$0.00</b> |

**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.



## Glossary

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

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

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

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

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

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

charter holder in accordance with the TEC, §44.0011.

**Foundation School Program (FSP):** The program established under the TEC, Chapters 46, 48, and 49 or any successor program of state-appropriated funding for school districts in this state.

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

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

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