Waller Independent School District

# FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

## FINANCIAL MANAGEMENT REPORT

2024-2025 Rating based on 2023-2024 Data

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

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## INTRODUCTION

The Financial Accountability Rating System of Texas (FIRST) was developed by the Texas Education Agency (TEA) in response to Senate Bill 875 of the 76th Texas Legislature in 1999. It is administered by TEA and calculated on information submitted to TEA via our Public Education Information Management System (PEIMS) submission each year.

During the 77th regular session of the Texas Legislature in 2001, Senate Bill 218 was passed and signed into law by Governor Perry shortly thereafter. This law requires each school district to prepare an annual financial accountability report, within two months of receiving the official ratings. The primary goal of FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

The 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.

Major changes to the FIRST system were implemented by TEA in August 2015 that combined financial indicators with financial solvency indicators, in accordance with House Bill 5 of the 83rd Texas Legislature in 2013. These changes were phased-in over three years. The 2024-2025 rating (based on 2023-2024 data) FIRST report consists of 21 indicators, one of which was not scored by TEA.

The FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts: "A" for "Superior"; "B" for "Above Standard"; "C" for "Meets Standard"; and "F" for "Substandard Achievement." Districts that receive the "Substandard Achievement" ratings under FIRST must file a corrective action plan with TEA.

Within two months after receipt of the final FIRST rating, each school district must announce and hold a public hearing to distribute a financial management report that explains the district's performance under each of the 21 indicators and the district's rating.

This is the 23rd year of the FIRST rating system. Waller Independent School District currently has a rating of "A" for "Superior Achievement" for 2024-2025 based on the 2023-2024 fiscal year, with 18 out of 21 indicators receiving the highest possible point total and 1 indicator not scored. This report briefly focuses on the details of what the district has accomplished to obtain this rating.

Texas Education Agency

# To the Administrator Addressed

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • tea.texas.gov

| | |
|---|---|
| **DATE:** | **November 6, 2025** |
| **SUBJECT:** | **Official Notification: Release of Final 2024–2025 FIRST Ratings** |
| **CATEGORY:** | **Information Update** |
| **NEXT STEPS:** | **Required reporting** |

Texas's school financial accountability rating system, known as the Financial Integrity Rating System of Texas (FIRST), provides accountability for Texas public schools on the quality of their financial management practices and that they improve these practices. The purpose of this letter is to inform Texas public school systems that the *Final* 2024–2025 FIRST ratings based on fiscal year 2024 are publicly available on the Texas Education Agency (TEA) website, as of November 6, 2025:

- School districts
- Charter schools

A previous "To the Administrator Addressed" letter dated August 7, 2025, instructed your school district or charter school to view its *preliminary* FIRST rating. The letter also provided information about the data the TEA analyzes to produce the rating and described the appeal process available to your school system. This appeals process is now complete, and the FIRST ratings are final.

## Required Reporting

Within two months of the release of its final FIRST rating, your school system must announce and hold a public meeting to distribute a financial management report that explains the school system's rating and its performance under each indicator for the current and previous year's ratings. The report also must provide the financial information described in 19 Texas Administrative Code (TAC) §109.1001(q)(3). We encourage your school system to include in the report additional information that will be beneficial to stakeholders, especially information explaining any special circumstances that may have affected the school system's performance under one or more of the indicators.

The required newspaper notice informing taxpayers of the meeting must be published no more than 30 days and no fewer than 10 days before the public meeting. Your school system may combine the meeting with a regularly scheduled board of trustees meeting.

For full requirements related to the report and meeting, see 19 TAC §109.1001(q). For a template your school system can use to develop its financial management report, see the TEA School FIRST web page for school districts or the Charter FIRST web page for charter schools.

## Accreditation Status

Please note that the TEA considers a school system's FIRST rating when assigning an accreditation status, as required by the accreditation status rules in 19 TAC §97.1055.

## Contact Information

If you have questions about your school system's FIRST rating, please contact financialaccountability@tea.texas.gov.

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:** **WALLER ISD**(**237904**) | **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:** 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? | 4/23/2025 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<br><br>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 | 8 |
| 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 | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section. | 4/23/2025 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 | 4 |
| 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 |
| | | | 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, 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 |

# 2024-25 FIRST Rating

## Based on School Year 2023-24 Data

## Explanation of Indicators and Indicator Results

1. **Was the complete annual financial report 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?**

   Explanation of Indicator: This indicator seeks to make certain the district has filed the annual financial report by the required deadline.

   Indicator Results/Points: Yes/Passed; WISD's annual financial report was due to TEA on February 27, 2025 and **received by TEA on January 24, 2025.**

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.)**

   Explanation of Indicator: Was there an unmodified opinion in the AFR on the financial statements as a whole.

   Indicator Results/Points: Yes/Passed; WISD's annual financial report received an unmodified opinion.

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.)**

   Explanation of Indicator: This indicator seeks to make certain that Waller ISD has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc.

   Indicator Results/Points: Yes/Passed; WISD's annual financial report did not have any disclosures concerning default on any debts owed.

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?**

   Explanation of Indicator: This indicator seeks to make sure 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.

   Indicator Results/Points: Yes/Passed; WISD fulfilled its payroll obligations.

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

   Explanation of Indicator: 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.

   Indicator Results/Points: Yes/Passed; The sum of total net position, net pension liability, and net other post-employment benefits in the governmental activities column in the statement of net position is $95,589,087.

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.)**

   Explanation of Indicator: This indicator determines if a school district's fund balance is going down too quickly. A district passes this indicator if its savings have not dropped by more than 25% over three years, or if it still has enough money to run for at least 75 days.

   Indicator Results/Points: Yes/Passed; The change in fund balance over a 3-year average increased **53.84%**. The minimum fund balance calculated should be at least $19,680,841 and the **audited assigned and unassigned fund balance was $27,347,206**.

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.**

   Explanation of Indicator: 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.

   Indicator Results/Points: 8 points; WISD has **89.8877 days of cash on hand**.

| 10 points | 8 points | 6 points | 4 points | 2 points | 0 points |
|---|---|---|---|---|---|
| ≥ 90 | < 90<br>≥ 75 | < 75<br>≥ 60 | < 60<br>≥ 45 | < 45<br>≥ 30 | < 30 |

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

Explanation of Indicator: 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 the FIRST report?

Indicator Results/Points: 10 points; the current assets of $350,245,215 to current liabilities of $58,432,897 ratio was 5.994.

| 10 points | 8 points | 6 points | 4 points | 2 points | 0 points |
|---|---|---|---|---|---|
| ≥ 3.00 | < 3.00<br>≥ 2.50 | < 2.50<br>≥ 2.00 | < 2.00<br>≥ 1.50 | < 1.50<br>≥ 1.00 | < 1.00 |

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.**

Explanation of Indicator: 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.

Indicator Results/Points: 10 points; WISD's **revenues exceeded expenditures by $4.1 million** and the days of **cash on hand was 89.8877** days which is more than 60 days.

| 10 points | 0 points |
|---|---|
| ≥ 0 | < 0 |

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?**

Explanation of Indicator: *This indicator was not scored for this FIRST Rating.*

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 change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.**

Explanation of Indicator: This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in the FIRST report? Fortunately, this indicator recognizes that high growth districts incur additional costs to open new instructional campuses.

Indicator Results/Points: 10 points; the ratio of long-term liabilities to total assets is 0.8327, but WISD automatically passes this indicator because our **membership over 5 years grew 20.48%.**

| 10 points | 8 points | 6 points | 4 points | 2 points | 0 points |
|---|---|---|---|---|---|
| ≤ 0.60 | > 0.60<br>≤ 0.70 | > 0.70<br>≤ 0.80 | > 0.80<br>≤ 0.90 | > 0.90<br>≤ 1.00 | > 1.00 |

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

Explanation of Indicator: 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?

Indicator Results/Points: 4 points; the debt service coverage ratio was **10.2388**.

| 10 points | 8 points | 6 points | 4 points | 2 points | 0 points |
|---|---|---|---|---|---|
| < 4 | > 4<br>≤ 7 | > 7<br>≤ 10 | > 10<br>≤ 11.5 | > 11.5<br>≤ 13.5 | > 13.5 |

13. **Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below.**

Explanation of Indicator: This indicator measures the percentage of their budget that Texas school districts spent on administration.

Indicator Results/Points: 10 points; the WISD **administrative cost ratio was 0.0809.**

| 10 points | 8 points | 6 points | 4 points | 2 points | 0 points |
|---|---|---|---|---|---|
| ≤ 0.1000 | > 0.1000<br>≤ 0.1250 | > 0.1250<br>≤ 0.1500 | > 0.1500<br>≤ 0.1750 | > 0.1750<br>≤ 0.2000 | > 0.2000 |

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.**

Explanation of 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.

Indicator Results/Points: 10 points; WISD automatically passes this indicator because our student enrollment did not decrease. WISD's student enrollment increased by 897 students over the 3-year period.

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?**

Explanation of Indicator: This indicator measures how well the district was able to project average daily attendance for the upcoming biennium for payment purposes. Projected ADA is compared to actual ADA to determine score.

Indicator Results/Points: 5 points; the ratio between actual and projected ADA was 0.031; the maximum allowed variance is 0.10; WISD received the maximum points for this indicator.

| 5 points | 0 points |
|---|---|
| ≤ 0.10 | > 0.10 |

16. **Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's annual financial report result in a total variance of less than 3 percent of all expenditures by function?**

    Explanation of Indicator: This indicator measures the quality of data reported to PEIMS and in our annual financial report to make certain 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.

    Indicator Results/Points: Yes/Passed; the PEIMS data variance was less than 3 percent.

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? (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.)**

    Explanation of Indicator: 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.

    Indicator Results/Points: Yes/Passed; there were no findings of material weaknesses in internal controls.

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.)**

    Explanation of Indicator: 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.

    Indicator Results/Points: 10 points; WISD was compliant with laws, rules and regulations related to local, state and federal funds.

| 10 points | 0 points |
|---|---|
| Yes | no |

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?**

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

    Indicator Results/Points: 5 points; WISD posted the required financial information on its website.

| 5 points | 0 points |
|---|---|
| Yes | no |

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?**

    Explanation of Indicator: This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district. If the district fails this indicator, the maximum points and highest rating the district may receive is 89 points and a B, which is equal to above standard achievement.

    Indicator Results/Points: Yes/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?**

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

    Indicator Results/Points: Yes/Passed

SUPERINTENDENT'S EMPLOYMENT CONTRACT

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF | § | |
| WALLER | § | |

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered by and between the Board of Trustees (the "Board") of the Waller Independent School District (the "District") and Kevin Moran (the "Superintendent") by Board actions on January 11, 2021 and February 27, 2021.

**WITNESSETH:**

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 continue to employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on January 11, 2021, and ending on January 11, 2024. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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

## II. Employment

2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend to the Board or employ personnel of the District in accordance with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to

develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification**. The Superintendent shall 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.

2.3 **Reassignment**. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **Board Meetings**. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's 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.

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

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

such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

## III. Compensation

3.1 **Salary**. Effective January 11, 2021, the District shall provide the Superintendent with a minimum annual salary in the sum of two hundred eighty seven thousand five hundred dollars ($287,500) predicated on 226 work days each year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments**. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. More than five (5) consecutive work days require

approval of the Board President, which shall not be unreasonably withheld. 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. Accrued but unused vacation days, up to a maximum of ten (10) days annually, shall accumulate and carry forward from year to year during the term of this Contract for a total of no more than fifty (50) days total accumulation. The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits as authorized by Board policies for administrative employees who serve 226 duty days each year.

3.4 **Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues in relevant professional organizations. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership with notice to the Board.

3.6 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the Waller Economic Development Corporation, 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 also pay the reasonable and customary dues for the Superintendent's membership in local civic and community organizations of the Superintendent's choice subject to prior Board approval.

3.7 **Expenses.** Subject to Board approval, the District shall pay or reimburse the Superintendent for reasonable, business-related expenses incurred by the Superintendent in

the continuing performance of the Superintendent's duties under this Contract. Subject to Paragraph 3.8, below, such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other reasonable expenses incurred in the performance of the District's business. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy.

3.8 **Automobile Allowance.** The Board shall provide the Superintendent with an automobile allowance for Waller Area travel (to be defined as a ninety-mile radius from the Administration Building) in the sum of Three Hundred and No/100 Dollars ($300.00) per month, and the Superintendent may not be reimbursed for gasoline or other automobile costs for Waller Area travel. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for travel outside the Waller Area in the continuing performance of the Superintendent's duties under this Contract.

## IV. Annual Performance Goals

4.1 **Development of Goals**. The Superintendent and Board shall work together to develop goals for the District in accordance with Board Policy and applicable law. 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 executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures**. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within

thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal**. Extension and/or nonrenewal shall be in accordance with Board policy and applicable 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. The term "good cause" is defined as follows:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
(c) Insubordination or failure to comply with lawful written Board directives;
(d) Failure to comply with the Board's policies or the District's administrative regulations;
(e) Neglect of duties;
(f) 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 an employee or student;

(n) Knowingly falsifying records or documents related to the District's activities;

(o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to fulfill requirements for superintendent certification; or,

(q) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

7.5 **Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Waller County, Texas, unless otherwise provided by law. Venue for any legal proceeding related to this Contract and/or the Superintendent's employment at the District shall lie in Waller County, Texas.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. This Contract supersedes all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

8.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and

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

SIGNATURE PAGE TO FOLLOW

WALLER INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Executed this 12 day of April, 2021.

SUPERINTENDENT

By: _____
Kevin Moran

Executed this 7 day of April, 2021.

# FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Waller Independent School District ("Board") and Kevin Moran ("Superintendent") on February 27, 2021 is hereby amended as follows:

Pursuant to Board action taken on February 14, 2022, effective February 14, 2022, the Board makes the following amendment to Sections 1.1 and adds Section 3.9, as follows:

1.1 **Term.** The Board, by and on behalf of the District, does hereby continue to employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on February 14, 2022, and ending on February 14, 2025. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

3.1 **Salary**. The Board makes no change to the Superintendent's salary.

3.9 **Stipend**. The Board shall pay to the Superintendent a one-time stipend for additional duties related to continued pandemic management and direction of ESSER-related programming including programming for learning advancements. Such stipend shall be in the amount of $8,634.00 and shall be paid to the Superintendent in lump sum payment on the March 2022 payroll cycle, minus any withholdings and/or taxes. Such stipend shall not re-occur in future contract years.

All other terms and conditions of said Contract shall remain in full force and effect.

Executed this 14th day of February, 2022

President, Board of Trustees

Superintendent

SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Waller Independent School District ("Board") and Kevin Moran ("Superintendent") on February 27, 2021 and amended on February 14, 2022 is hereby amended through this Second Amendment as follows:

Pursuant to Board action taken on February 9, 2023, effective February 9, 2023, the Board makes the following amendments as follows:

1.1 **Term.** The Board, by and on behalf of the District, does hereby continue to employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on February 9, 2023, and ending on February 9, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

3.1 **Salary**. Effective February 9, 2023, the District shall provide the Superintendent with a minimum annual salary in the sum of three hundred eight thousand dollars ($308,000) predicated on 226 work days each year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.9 **Stipend**. This paragraph is deleted, and the one-time stipend is no longer part of the Contract.

All other terms and conditions of said Contract shall remain in full force and effect.

Effective this 9th day of February, 2023

President, Board of Trustees

Superintendent

# THIRD AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Waller Independent School District ("Board") and Kevin Moran ("Superintendent") on February 27, 2021 and amended on February 14, 2022 and February 9, 2023 is hereby amended through this Third Amendment as follows:

Pursuant to Board action taken on June 6, 2024, effective June 6, 2024, the Board makes the following amendments as follows:

1.1 **Term.** The Board, by and on behalf of the District, does hereby continue to employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on June 6, 2024, and ending on June 6, 2027. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

3.1 **Salary**. Effective June 6, 2024, the District shall provide the Superintendent with a minimum annual salary in the sum of three hundred forty thousand dollars ($340,000) predicated on 226 work days each year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. In addition, the Superintendent is granted and may take ten (10) vacation days per year, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. More than five (5) consecutive work days require approval of the Board President, which shall not be unreasonably withheld. Accrued but unused vacation days, up to a maximum of ten (10) days annually, shall accumulate and carry forward from year to year during the term of this Contract for a total of no more than fifty (50) days total accumulation. The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits as authorized by Board policies for administrative employees who serve 226 duty days each year.

3.9 **Retention Payment.** The Superintendent shall receive a one-time retention payment in the amount of $12,460.16. This payment shall be made on or before June 30, 2024.

All other terms and conditions of said Contract shall remain in full force and effect.

Effective this 6th day of June, 2024

President, Board of Trustees

Superintendent

## RETIREMENT AGREEMENT AND RELEASE

| | | |
|---|---|---|
| STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF WALLER | § | |

THIS RETIREMENT AGREEMENT AND RELEASE ("Agreement") is made by and between the WALLER INDEPENDENT SCHOOL DISTRICT ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board") and Mr. Kevin Moran ("Moran"). The Agreement is the final agreement between the District and Moran, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Moran is currently employed as Superintendent by the District under a Waller Independent School District Superintendent Employment Contract effective June 6, 2024 and continuing through June 6, 2027 ("Contract"); and

WHEREAS, Moran has decided to retire and resign from the District after a very successful tenure as Superintendent of the District, effective at 11:59 p.m., September, 30, 2025; and

WHEREAS, it is strictly the voluntary act of Moran to voluntarily retire and resign his employment as Superintendent of the District because Moran believes it will be in his best interest and that of the District to voluntarily retire and resign his position as Superintendent of the District.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. Moran voluntarily resigns and retires from the District on September 30, 2025 a 11:59 p.m. Moran's resignation letter shall be submitted to the Board at the properly called and posted board meeting of May 8, 2025. See **Exhibit "A"** which is attached hereto and incorporated herein by reference.

2. In order to effectuate a smooth transition of leadership, Moran voluntarily resigns his position of Superintendent on May 31, 2025 at 11:59 p.m. Moran and the District agree that beginning on June 1, 2025 at 12:00 a.m. and continuing through September 30, 2025 at 11:59 p.m., Moran will be assigned and responsible for duties associated with transition activities as needed as Special Advisor to the Superintendent. By his signature on this Agreement, and except as otherwise provided herein, Moran makes a full delegation of the powers and duties of Superintendent to the incoming superintendent, to be named by separate action, effective on June 1, 2025 at 12:00 a.m. This delegation includes all powers and duties now held by Moran in accordance with Board Policy and District practice, except as necessary for him to fulfill his obligations regarding assigned duties set forth above. By approval of this Agreement, the Board understands and approves such delegation to the incoming Superintendent.

3. Notwithstanding anything to the contrary contained herein, Moran shall be paid his full salary and benefits according to the terms stated in his Contract through September 30, 2025

except that Moran will not receive any further salary increase. In addition, the District will compensate Moran for a portion of his unused leave days for a total of $175,000 (minus required withholdings/deductions) to be paid to Moran by check which Moran can pick up in the District Human Resources Department on or before June 16, 2025.

4. On or before 5:00 p.m. on September 30, 2025, Moran shall return and provide to District all keys, computers, passwords/access devices and other property, if any, of the District in Moran's possession as it relates to Moran's employment with the District.

5. At a time to be mutually agreed upon by and between Moran and the District, but in any event no later than 5:00 p.m., May 31, 2025, Moran shall vacate his current office at the District and relocate to another space as appropriate.

6. To the extent it may be permitted to do so by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Moran from any and all demands, claims, including but not limited to suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or administrative proceedings currently pending or subsequently hereto brought against Moran in his individual capacity or his official capacity as an employee and as Superintendent of the District, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Moran, as Superintendent and/or as an employee of the District, was acting within the scope of Moran employment with the District; excluding, however, those claims or any causes of action where it is determined that Moran committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; 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 Moran. The selection of Moran's legal counsel shall be made with the mutual agreement of Moran and the District, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage. Moran represents and warrants that he is not aware of any demand, claim, legal proceeding or administrative proceeding as of the date this Agreement is executed other than those previously provided, if any, to the Board President verbally, in writing or through the District's legal counsel.

7. The District and Moran do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred, if any, by the District and Moran in connection with the negotiation of this Agreement.

8. After any applicable required time period set forth by the Teacher Retirement System of Texas ("TRS"), the District and Moran may agree to a consulting arrangement or any other appropriate work arrangement in the discretion of the Board President or Superintendent and the applicable District budget as it exists or may be amended. To the extent Moran performs work for the District in any manner, as an employee or other arrangement, Moran acknowledges and agrees that the District is not responsible for any impact of such work on TRS benefits, and Moran is solely responsible for ensuring compliance with TRS rules.

9. After September 30, 2025, and in accordance with any rules of TRS, Moran agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against

the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Moran's employment with the District, at no additional expense to the District other than reimbursement to Moran for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Moran by virtue of his taking time off from his then current employment, if any, to assist the District at its request. Requests for assistance from Moran with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Moran shall be mutually agreed upon in advance.

10. Expressly as part of the consideration of this Agreement, Moran does hereby, and for his heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys and agents, the Board and each and every Board Member (both individually and in the Board Members' official capacities), past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Moran had, has, or which may hereafter accrue on account of or in any way growing or arising out of Moran's employment relationship with District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board Members' official capacities) past and present. This release shall be effective upon the full and complete performance of Board and District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Moran intends to release any claims made by Moran for personal embarrassment, mental and physical strain and injury, and for damages to his reputation, and any rights, which Moran may have under any federal or state constitutions, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted.

Moran hereby acknowledges that he knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing any claims under the Age Discrimination in Employment Act ("ADEA"), and as such, he acknowledges and agrees that: (i) this Agreement is worded in an understandable way; (ii) any rights or claims arising under the ADEA are waived; (iii) claims under the ADEA that may arise after the date of this Agreement are not waived; and (iv) the rights and claims waived in this Agreement are in exchange for additional consideration over and above anything to which Moran was already undisputedly entitled; and (v) Moran has been advised in writing to consult with an attorney prior to executing this Agreement, and has had sufficient time and opportunity to do so. Moran acknowledges that he has twenty-one (21) days from the date he received the Agreement to make a decision to accept the benefits and sign this Agreement or to reject the benefits and not sign this Agreement. Moran has seven (7) days after signing this Agreement to revoke this Agreement. Moran understands that in signing this Agreement all claims covered by this Agreement that Moran has or may have up to the date of this Agreement are released to the fullest extent permitted by law.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Moran, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing or arising out of Moran's employment relationship with District and/or relationship with the Board and/or each and every one of the Board members past and present excluding, however, those claims or any causes of action where it is determined that Moran committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard.

Moran expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment as Superintendent by the District, the Board member's actions regarding his employment as Superintendent of the District, or his voluntary resignation from employment as Superintendent of the District.

The District and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Moran, his agents or attorneys, related to or concerning Moran's employment with the District or his resignation of that employment. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Moran, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it is determined that Moran committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard, or as otherwise required by applicable law or court order. "Administrative proceeding", as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

The District and Moran agree and understand that the Agreement constitutes a compromise and release, and, except to the extent set forth herein, terminates all rights of both parties relating to the Contract by and between Moran and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims, including but not limited to, claims, under 42 USC 1983, Title VII, personal injury, slander, unemployment, property damage, and any EEOC or TCHRA claims either under state or federal law, known or unknown, that might conceivably be asserted by either party.

11. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12. The Agreement is hereby deemed performable entirely in Waller County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Waller County, Texas.

13. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. Further, the Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

14. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Board present at a properly called and posted meeting on May 8, 2025.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after May 8, 2025.

WALLER INDEPENDENT SCHOOL DISTRICT

By: _____
William Warren, President
Board of Trustees
Waller Independent School District

ATTEST:

_____
Jeff Flukinger, Secretary
Board of Trustees
Waller Independent School District

SUPERINTENDENT

_____
Kevin Moran, Superintendent
Waller Independent School District

# EXHIBIT "A"

May 8, 2025

Dear Waller ISD Board of Trustees,

I want to thank you for allowing me to serve the Waller Independent School District as the Assistant Superintendent and the Superintendent of Schools for the past 14 years. After 36 years of service in Texas public schools, I will resign my position to retire on September 30, 2025 at 11:59 p.m.

In the 14 years I have served in Waller ISD, much has changed in our growing community. In my 7 years as Superintendent, we opened six schools. We have named and begun design on our second high school, Warren Ranch High School. During my years as Superintendent, our community approved three bond measures totaling over $1,376,850,000 in bond dollars. We have become state leaders in CTE and other areas. We have grown close to 10,000 students.

What has not changed, however, is the quality and character of the community of Waller ISD. Waller ISD is a special family. As I have watched the community grow, we have not changed who we are here in Waller ISD or what we stand for, and that makes this a special place to live and work.

It has been an honor to work with the School Board, the Waller ISD staff, students and the community members and to be a small part of all our students' successes. I will miss Waller ISD, but it and the people here will always be in my heart. You are in good hands.

Thank you.

Sincerely,

Kevin Moran

Kevin Moran

SUPERINTENDENT'S EMPLOYMENT CONTRACT

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF | § | |
| WALLER | § | |

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered by and between the Board of Trustees (the "Board") of the Waller Independent School District (the "District") and Bennie Mayes (the "Superintendent") by Board action on May 8, 2025.

**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 as Superintendent of Schools for the District for a term of three (3) years, commencing on June 1, 2025, and ending on June 1, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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

## II. Employment

2.1 **Duties**. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend to the Board or employ personnel of the District in accordance with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District

consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification**. The Superintendent shall 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.

2.3 **Reassignment**. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **Board Meetings**. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's 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.

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

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

official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

## III. Compensation

3.1 **Salary**. Effective June 1, 2025, the District shall provide the Superintendent with a minimum annual salary in the sum of two hundred forty thousand dollars per year ($240,000) predicated on 226 work days each year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments**. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. More than five (5) consecutive work days require approval of the Board President, which shall not be unreasonably withheld. 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. Accrued but

unused vacation days, up to a maximum of ten (10) days annually, shall accumulate and carry forward from year to year during the term of this Contract for a total of no more than fifty (50) days total accumulation. The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits as authorized by Board policies for administrative employees who serve 226 duty days each year.

3.4 **Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues in relevant professional organizations. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership with notice to the Board.

3.6 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the Waller Economic Development Corporation, 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 also pay the reasonable and customary dues for the Superintendent's membership in local civic and community organizations of the Superintendent's choice subject to prior Board approval.

3.7 **Expenses.** Subject to Board approval, the District shall pay or reimburse the Superintendent for reasonable, business-related expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Subject to Paragraph 3.8, below, such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other reasonable expenses

incurred in the performance of the District's business. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy.

3.8 **Automobile Allowance.** The Board shall provide the Superintendent with an automobile allowance for Waller Area travel (to be defined as a ninety-mile radius from the Administration Building) in the sum of Six Hundred and No/100 Dollars ($600.00) per month, and the Superintendent may not be reimbursed for gasoline or other automobile costs for Waller Area travel. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for travel outside the Waller Area in the continuing performance of the Superintendent's duties under this Contract.

## IV. Annual Performance Goals

4.1 **Development of Goals**. The Superintendent and Board shall work together to develop goals for the District in accordance with Board Policy and applicable law. 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 executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures**. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format, and/or procedure is

to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal**. Extension and/or nonrenewal shall be in accordance with Board policy and applicable 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. The term "good cause" is defined as follows:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
(c) Insubordination or failure to comply with lawful written Board directives;
(d) Failure to comply with the Board's policies or the District's administrative regulations;
(e) Neglect of duties;
(f) 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 an employee or student;

(n) Knowingly falsifying records or documents related to the District's activities;

(o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to fulfill requirements for superintendent certification; or,

(q) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure**. In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

7.5 **Resignation of Superintendent**. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## VIII. Miscellaneous

8.1 **Controlling Law**. This Contract shall be governed by the laws of the State of Texas and shall be performable in Waller County, Texas, unless otherwise provided by law. Venue for any legal proceeding related to this Contract and/or the Superintendent's employment at the District shall lie in Waller County, Texas.

8.2 **Complete Agreement**. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. This Contract supersedes all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

8.3 **Conflicts**. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 **Savings Clause**. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have

been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

SIGNATURE PAGE TO FOLLOW

WALLER INDEPENDENT SCHOOL DISTRICT

By:_____
President, Board of Trustees

ATTEST:

By:_____
Secretary, Board of Trustees

Executed this 8th day of May, 2025.

SUPERINTENDENT

By: Bennie Mayes
Bennie Mayes

Executed this 8th day of May, 2025.

**Waller Independent School District**

Schools FIRST Report Disclosures

For the Twelve-month Period Ended August 31, 2024

| | *Superintendent:* | *Board Members:* | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Description of Reimbursements: | **Kevin Moran** | Place 1 **William Warren** | Place 2 **Ronald Campbell** | Place 3 **Bryan Lowe** | Place 4 **Jeff Flukinger** | Place 5 **David Kaminski** | Place 6 **Brittany Neel** | Place 7 **Maria Herrera** |
| **Meals** | 230.65 | | | | | 16.42 | | |
| **Lodging** | 2,064.90 | 1,413.88 | 619.35 | 619.35 | 619.35 | 1,316.46 | 619.35 | 619.35 |
| **Transportation** | 657.91 | 114.00 | 159.12 | | 159.12 | 232.86 | 159.12 | 159.12 |
| **Motor Fuel** | | | | | | 115.85 | | |
| **Other** | 4,064.56 | 2,635.50 | 2,150.50 | 2,150.50 | 2,200.50 | 3,120.50 | 2,150.50 | 2,150.50 |
| **Total** | **7,018.02** | **4,163.38** | **2,928.97** | **2,769.85** | **2,978.97** | **4,802.09** | **2,928.97** | **2,928.97** |

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

1. The Superintendent did not receive outside compensation and/or fees for professional consulting and/or other personal services during this fiscal year.
2. The Superintendent and board members listed above did not receive gifts during this fiscal year.
3. There were no other business transactions between the school district and the board members during fiscal year 2024.