PLANO
Independent School District

Annual Financial Accountability Management Report

2023-2024 Rating
2022-2023 Fiscal Year Data

Rating: "A" – Superior

Plano
Independent School District
Annual Financial Accountability Management Report

Introduction

The primary goal of Schools FIRST is to achieve quality performance in the management of school districts' financial resources, a goal that has become more significant due to the complexity of accounting associated with Texas's school finance system. 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 implementing a rating system that fairly and equitably evaluates the quality of financial management decisions. After fully implementing the rating system, the districts' ratings will be openly reported to the general public and other interested persons and entities.

This is the 21st year of the School FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The Schools FIRST report underwent sweeping changes under HB 5, Section 49, of the 83rdTexas Legislature, Regular Session, 2013. Those changes require the commissioner of education to include processes in the financial accountability rating system to anticipate the future financial solvency of each school district and open-enrollment charter school. The Commissioner's Rule for School FIRST changes under HB 5 were finalized in August 2015.

Additional changes were made to the School FIRST system in 2018. The most substantive changes from 2018 were implemented by the Texas Education Agency for the rating year 2020-2021 based on data from fiscal year 2019-2020 with an increase to 20 indicators, and in the rating year 2023-2024, the indicators increased by one to a total of 21 indicators. The worksheet beginning for the rating year 2020-2021 and beyond includes a new type of indicator, the ceiling indicator. The ceiling indicators added additional criteria to designated indicators. The worksheet for rating year 2014-2015 contained only 7 indicators instead of 20 indicators used in 2013-2014. The worksheets for rating years 2015-2016 and 2016-2017 increased to 15 indicators. The 2017-2018 through 2019-2020 ratings used the same 15 indicators. Also, the worksheets for rating years 2016-2017 and beyond require higher scores for select ratings than those for rating year 2015-2016.

Legislative rules require the district to present a FIRST management report that includes the following:

1. The Texas Education Agency (TEA) provides the district's financial management performance rating based on its comparison with indicators established by the Commissioner of Education for the state's new Financial Accountability System.

2. The district's financial management performance under each indicator for the current and previous years' financial accountability ratings.
3. The Commissioner of Education requires additional information.

In addition, the district must advertise and hold a public meeting to discuss the report.

The district's School FIRST rating is based upon an analysis of data reported for the 2022-2023 school year. This information is submitted through the district's annual PEIMS (Public Education Information Management System) submissions. The financial accountability rating of the district is based on its overall performance on certain financial measurements, ratios, and other indicators established by the commissioner of education with the financial accountability rating worksheet.

For the first 12 years of the reporting system, Plano ISD received ratings of **"Superior Achievement".** A significant change under HB 5 in 2013 was to move to a rating scale of simply **"Pass"** or **"Fail"**. For the 2014-2015 rating year**,** Plano ISD was rated as "Pass" and achieved a score of 30 out of 30 with positive responses to each of the 7 indicators on the worksheet. For the current rating year, 2023-2024, the rating system assigns one of four financial accountability ratings to Texas school districts as follows:

A = Superior Achievement
B = Above Standard Achievement
C = Meets Standard Achievement
F = Substandard achievement

The Plano Independent School District is once again rated as **Superior,** with a score of **100** out of 100. This report briefly focuses on how this passing rating was achieved.

For 2023-2024 the Plano Independent School District received a School FIRST rating of:

A = SUPERIOR ACHIEVEMENT

Resulting in a status of

PASSED

Reporting, Notices and Public Meetings

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

As required by State law, the Board of Trustees shall hold a public meeting within two months of receiving the final School FIRST rating. Notice of the meeting to discuss the school financial accountability rating must be published in a local newspaper. The first notice must be no more than thirty days or less than ten days prior to the scheduled meeting date. The District has complied with the public hearing notification in the local newspaper. **The public meeting was held in conjunction with the regularly called Board of Trustees meeting on October 22, 2024.**

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
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?**	Was the Annual Financial Report filed with TEA by the deadline?	Yes	Yes
Additional Information: *Plano ISD's Fiscal Year end date is June 30. The November deadline is applicable to Plano ISD. TEA received the audit report on November 22, 2023 which was within the deadline.*			
2 **Was there an Unmodified Opinion in the AFR on the financial statements as a whole?** ***(The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)***	A "modified" version of the auditor's opinion in the annual audit report means that there are corrections needed in reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No"	Yes	Yes
Additional Information: *Weaver and Tidwell, L.L.P., the District's external auditors, issued an unmodified opinion for the year ending June 30, 2023.*			
3. **Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)**	This indicator seeks to make certain that the District has paid its bill/obligations on financing arrangements to pay for construction, buses, copiers, etc.	Yes	Yes
Additional Information: *Plano ISD is in compliance, payments on all debt agreements were made timely.*			

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
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.)	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.	Yes Ceiling Pass/Fail	Yes Passed
Additional Information: *Plano ISD is current with all payments due other government agencies and had no warrant holds issued.*			
5. Was the total unrestricted Net Position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Positions greater than zero? (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.)	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 net position demonstrates financial solvency	Ceiling Pass/Fail	Passed
Additional Information: *The District passed this ceiling indicator with a total net position in the governmental activities totaling $963,0254,764 which greater than zero.*			
6. Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25% decrease or did the current year assigned and unassigned fund balance exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.	Ceiling Pass/Fail	Passed
Additional Information: *The District passed this ceiling indicator with an average change in fund balance over 3 years of 1.67% which is greater than -25%.*			

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?	10	10
Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the District must have great than 90 days cash on hand and current investments sufficient to cover operating expenditures. For the 2022-2023 period Plano ISD has 278.932 days of cash on hand and current investments to cover expenditures.*			
8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	This indicator measures whether the district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did the district meet or	10	10
Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the District's ratio of assets to debt must exceed 3 points. For the 2022-2023 period, the District Capital Fund's current assets (cash and investments) increased by $688.8 million. The district's ratio of assets to debt was 3.424. All 10 points were received based on the ratio.*			
9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	This indicators ask simply "did the district spend more than it earned?" If the district had at least 60 days cash on hand the indicator is automatically passed.	10	10
Additional Information: *For the 2022-2023 year, general fund revenues ($756.9m) exceeded expenditures ($741.4m). The district also met the requirement of 60 days cash on hand with total cash and investments covering 278.932 days.*			

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

	State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
10.	**Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?**	This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.	10	10
	Additional Information: *No Information at this time due to the indicator not being scored for the 2022-2023 year.*			
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 more students in membership, then the school district passes this 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 School FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses.	10	10
	Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the District's ratio of long-term liabilities to total assets must be less than .60. For the 2022-2023 period, the district's ratio of long-term liabilities to assets was .4056 therefore the full points were received based on the ratio.*			
12.	**Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments?**	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?	10	10
	Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, this District ratio must be less than 4. For the 2022-2023 period, the district's ratio was 1.512 therefore the full points were received based on the ratio.*			

Schools FIRST
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Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
13. Was the school district's administrative cost ratio equal to or less than the threshold ratio?	This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?	10	10
Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the District's administrative cost ratio must be below 8.55%. The District's administrative cost ratio for the 2022-2023 was 5.027%* *The State of Texas establishes limits on the amount of money school districts are allowed to spend on administrative costs. The limit is set as a ratio of administrative costs to instructional costs and is titled the "Administrative Cost Ratio". Administrative costs are defined as Instructional Leadership and General Administration. Instructional Leadership includes costs to provide leadership for staff and all instructional services. This excludes campus leadership. General Administration includes costs for managing the school district as an overall entity.*			
14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.	If the school district had a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)	10	10
Additional Information: *The District did not have have a 15 percent decline in the student to staff ration over the 3 years. The ratio for 2022-2023 year was 2.89% which was greater than -15%.*			
15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections?	This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.	5	5
Additional Information: *No Information at this time due to the indicator not being scored for the 2022-2023 year.*			

Schools FIRST
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Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
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.)	This indicator measures the quality of data reported to PEIMS and in your 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. 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.	Ceiling Pass/Fail	Passed
Additional Information: *The District's PEIMS data to AFR data for the 2022-2023 year had a 0.00007% variance. To pass this ceiling indicator the variance must be less than 3%.*			
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.)	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. 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.	Ceiling Pass/Fail	Passed
Additional Information: *Weaver and Tidwell, L.L.P., the District's external auditors, reported no material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds in the 2022-2023 audit.*			

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds. contracts, and other state and federal funds.	10	10
Additional Information: *Weaver and Tidwell, L.L.P., the District's external auditors, reported no material noncompliance for grants, contracts, and laws related to local, state, or federal funds in the 2022-2023 audit. All 10 points were received.*			
19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.	5	5
Additional Information: *The District posted all required financial information on its website in accordance with statues, laws and rules for 2022-2023. All 5 points were received.*			
20. Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.	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.	Ceiling Pass/Fail	Passed
Additional Information: *The District's board members discussed the impact of the changes in property values on the finances of the district within 120 days of adopting the 2022-2023 budget on June 21, 2022*			

Schools FIRST
Financial Integrity Rating System of Texas
Plano Independent School District
2023 - 2024 Rating based on 2022 - 2023 Data

State Indicator	Indicator Background	State Yes or Points Avail.	PISD 22-23 Result
21. ***Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Progran (FSP) funds because of a financial hardship? (If the school district fails this indicator, the maximum points and highest rating is 70 points, C = Meets Standard Achievement.)***	*This indicator determines if the district has an adjusted repayment schedule for an overallocation of FSP funds.*	Ceiling Pass/Fail	Passed
Additional Information: *The District did not receive an adjusted repayment schedule for an overallocation of FSP funds for 2022-2023.*			
	Total Points Available/Earned	**100**	**100**

Required Disclosures for
Plano Independent School District
2023-2024 FIRST Rating
October 22, 2024

Required Supplementary Information

The District's annual financial management report must include specific disclosures regarding the superintendent's contract, reimbursements received by the superintendent and board members and other compensation and gifts received. This information is being presented below to comply with the requirements.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's internet site. If published on the internet, the contract is to remain accessible for twelve months.

A copy of the superintendent's current employment contract is published on the district's internet site.

Reimbursements Received by the Superintendent and Board Members

A summary schedule for the twelve-month period of total reimbursements received by the superintendent and each board member is to be included in the annual financial management report. All reimbursement expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. The summary schedule is to report separately items per category including:

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

The disclosure of reimbursements received by the Superintendent and Board Members is provided at the end of this report.

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

A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services is to be reported.

The disclosure of outside compensation received by the Superintendent for professional consulting and/or other personal services is provided at the end of this report.

Gifts Received by Executive Officers and Board Members

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

The disclosure of gifts received by Executive Offices and Board Members is provided at the end of this report.

Business Transactions Between School District and Board Members

Finally, a summary schedule for the fiscal year of the dollar amount by board member for the aggregate amount of business transactions with the school district is to be included. This reporting requirement is not to duplicate the items disclosed in the schedule of reimbursements.

The disclosure of business transactions between the school district and Board Members is provided at the end of this report.

School FIRST Annual Financial Management Report
PLANO INDEPENDENT SCHOOL DISTRICT

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(q). Effective August 1, 2018.

The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

The District has chosen to provide a copy of the Superintendent's current employment contract as an attachment to the School FIRST Annual Management Report for 2022-23.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period Ended June 30, 2023

Description of Reimbursements	Dr. Theresa Williams	Dr. Lauren Tyra	Angela Powell	Nancy Humphrey	Dr. Heather Wang	David Stolle	Michael Cook	Jeri Chambers	Cody Weaver	Katherine Chan Goodwin
Meals	$ 3,312.74	$ 204.81	$ 98.31	$ 285.57	$ 88.30	$ -	$ -	$ 37.78	$ 231.48	$ -
Lodging	7,249.33	2,539.04	711.03	6,115.55	1,897.63	345.75	711.03	3,420.86	3,093.42	-
Transportation	1,783.56	362.49	494.30	1,906.51	218.30	59.54	-	775.64	664.06	-
Motor Fuel	-	-	-	-	-	-	-	-	-	-
Other	5,520.00	2,677.00	2,389.03	4,807.00	1,012.00	952.00	695.00	3,157.00	4,307.00	35.00
Total	$ 17,865.63	$ 5,783.34	$ 3,692.67	$ 13,114.63	$ 3,216.23	$ 1,357.29	$ 1,406.03	$ 7,391.28	$ 8,295.96	$ 35.00

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:
Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).
Lodging - Hotel charges.
Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).
Motor fuel – Gasoline.
Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

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

For the Twelve-Month Period
Ended June 30, 2023

Name(s) of Entity(ies)	Amount Received
	$ -
Total	$ -

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

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

For the Twelve-Month Period
Ended June 30, 2023

	Dr. Theresa Williams	Dr. Lauren Tyra	Angela Powell	Nancy Humphrey	Dr. Heather Wang	David Stolle	Michael Cook	Jeri Chambers	Cody Weaver	Katherine Chan Goodwin
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30, 2023

	Dr. Theresa Williams	Dr. Lauren Tyra	Angela Powell	Nancy Humphrey	Dr. Heather Wang	David Stolle	Michael Cook	Jeri Chambers	Cody Weaver	Katherine Chan Goodwin
Amounts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Required Disclosures for
Plano Independent School District
2023-2024 FIRST Rating
October 22, 2024

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

Financial Integrity Rating System of Texas

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

Name: PLANO ISD(043910)	**Publication Level 1:** 8/8/2024 6:33:40 PM
Status: Passed	**Publication Level 2:** 8/8/2024 6:33:40 PM
Rating: A = Superior Achievement	**Last Updated:** 8/20/2024 1:34:32 PM
District Score: 100	**Passing Score:** 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:25:56 PM	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:25:56 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.	4/19/2024 6:25:56 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/19/2024 6:25:56 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.	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 1:34:31 PM	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	8/20/2024 1:34:32 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/19/2024 6:25:56 PM	10
15	This indicator is not being evaluated.		5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 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.)	4/19/2024 6:25:56 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?	4/19/2024 6:25:56 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?	4/19/2024 6:25:56 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?	4/19/2024 6:25:56 PM	Ceiling Passed
			100 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			100 Score

DETERMINATION OF RATING

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

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

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

CEILING INDICATORS

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

Determination of rating based on meeting ceiling criteria.	**Maximum Points**	**Maximum Rating**
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is *No*.	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is *No*.	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is *No*.	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is *No*.	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) - Response to indicator is *Yes*.	70	C = Meets Standard Achievement

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This Superintendent's Employment Contract ("Contract") is made and entered into by and between the Board of Trustees ("Board") of the Plano Independent School District ("District") and its successors and assigns and Dr. Theresa Williams ("Superintendent").

WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms herein established and pursuant to Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree as follows:

1. TERM

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on July 1, 2024, and ending on June 30, 2029. For purposes of Compensation and Salary under Section 3 below, the contract year shall be from July 1 through June 30 of each year.

1.2 At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's written acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board. 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. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the parties agree to different compensation and benefits in the form of a written addendum or new contract, signed by the parties.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive officer of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with the job description for her position and Board Policies including, but not limited to Policy BJA (LEGAL) and BJA (LOCAL) and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to perform the duties of the Superintendent including, but not limited to:

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

(b) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent, subject to legal and Board policy provisions applicable to the internal auditor;

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

(d) Make recommendations regarding selection of the District's personnel, subject to Board approval and consistent with Section 11.163 of the Texas Education Code and the other provisions of this Contract;

(e) Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract, subject to legal and Board policy provisions applicable to the internal auditor;

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

(g) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;

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

(i) Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;

(j) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;

(k) Organize the District's central administration;

(l) Communicate and collaborate with all members of the Board;

(m) Consult with the District-level committee;

(n) Ensure:

  (1) Adoption of a student code of conduct and enforcement of that code of conduct; and

  (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;

(o) Submit reports as required by state or federal law, rule, or regulations;

(p) Submit reports as requested by Board of Trustees;

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

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

(s) Advocate for the high achievement of all District students;

(t) Create and support connections with community organizations to provide community-wide support for the high achievement of all District students;

(u) Provide educational leadership of the district including leadership in developing the District vision statement and long range educational plan;

(v) Along with the Board, establish district-wide policies and annual goals that are tied directly to the District's vision statement and long range educational plan;
(w) Support the professional development of principals, teachers and other staff; and
(x) Periodically evaluate Board and Superintendent leadership, governance and teamwork.

It shall be the further duty of the Superintendent and/or her designee, to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to, and consistent with, the professional role and responsibility of the Superintendent.

2.2 Professional Certification Records.

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 Representations. The Superintendent makes the following representations:

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

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

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

2.4 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position, nor shall her duties be reassigned, without the Superintendent's express written consent and approval by the Board.

2.4 Nepotism. With the exception of any individuals already employed by the District as of the date of this Contract as provided in state law, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or second degree of affinity.

2.5 Board Meetings. The Superintendent or her designee shall attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action regarding: the Superintendent's Contract, her salary and benefits, and/or the Superintendent's evaluation and performance; to hear discussions regarding interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal.

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

2.7 Indemnification and Defense.

(a) To the extent permitted by applicable law, including but not limited to Texas Civil Practices & Remedies Code Chapter 102, the District does hereby agree to indemnify, defend, and hold the Superintendent harmless 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 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 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; 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 her will depend on the terms of the applicable insurance contract. To the extent this Section 2.7(a) 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 2.7(a) shall survive the termination of this Contract.

(b) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with intent

to violate a person's legal rights; or (iii) to have engaged in criminal conduct; or (iv) to have committed official or willful misconduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.

(c) The District may fulfill its obligation under this Paragraph 2.7 by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, and provided that the insurance coverage is acceptable to the Superintendent; or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the board and the professional employees of the District, provided that the insurance coverage insured all of the Superintendent's actions or lack of actions that the District would otherwise be obligated to indemnify and hold harmless the Superintendent under this Paragraph 2.7.

(d) The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If a legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided on her behalf will depend on the terms of the applicable insurance contract. If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the Superintendent assumes full responsibility for the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent unless an actual or potential conflict exists.

(f) During the Term of this Contract, the Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District, regardless of whether the Superintendent is named as a party.

After this Contract has been terminated, the Superintendent agrees to reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. The District shall reimburse Superintendent for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of her taking time off from her then current employment to assist the District at its request. If the Superintendent is not employed, the District shall compensate her at her daily rate. Requests for assistance from Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Superintendent shall be mutually agreed upon in advance.

(g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

2.8 Residence. While the Superintendent is employed as Superintendent of the schools of the District, she will reside within the boundaries of the District. Superintendent has a period of twelve (12) months from the date of execution of this Agreement to establish residency in the District.

2.9 Employment of Staff. Subject to the provisions of this Section 2.9 and/or any action by the Board of Trustees delegating otherwise, the Superintendent shall have the sole authority to select and employ all contract and noncontract staff, except for the Internal Auditor, Internal Audit Staff, contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code and any other administrators who are not covered by Chapter 21, Texas Education Code, and subject to the District's salary schedule and budget as approved by the Board, including the authority to organize, reorganize, arrange, direct, assign, reassign and transfer all staff in the manner which best serves the District. Further, the Superintendent shall have the authority to terminate or non-renew all staff, other than contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code and any other administrators who are not covered by Chapter 21, Texas Education Code.

Prior to publicly announcing the assignment, reassignment or transfer of the Administration's senior staff, the Superintendent shall inform the Board President of said assignment, reassignment or transfer.

Further, the Superintendent shall develop and implement administrative procedures, rules and regulations that the Superintendent believes are necessary for the efficient and effective operation of the District and which are consistent with Board Policies, state and federal law.

2.10 Writing, Teaching, Speaking Activities and Consulting Services. Pursuant to Texas Education Code Section 11.201, the Superintendent shall be permitted to undertake writing, teaching, and speaking activities, provided that these activities (i) do not conflict or interfere with the performance of her duties as Superintendent; (ii) do not give rise to a real or potential conflict of interest; and (iii) the Superintendent shall use vacation days or personal leave days when participating in such activities. Specifically, the Superintendent may not receive any financial benefit for personal services performed for any business entity that conducts or solicits business with the District. Notwithstanding the foregoing, Superintendent shall not undertake any paid consulting activities outside of the District or be permitted to perform or engage in any services, consulting, or other activities for payment without having first disclosed in accordance with applicable state laws all material details to the full Board in writing and obtaining the prior written approval from the Board. Any financial benefit received by the Superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the Board on a case-by-case basis in an open meeting. The Superintendent may accept a reimbursement of expenses for such services at no expense to the District. Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3. COMPENSATION AND SALARY

3.1 Salary. Effective immediately upon the execution of all required signatures to the Contract, and during the Superintendent's employment with the District, the District shall provide the Superintendent with an annual base salary in the sum of Three Hundred and Twenty-Five Thousand and No/100 Dollars ($325,000.00). This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, at its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Paragraph 3.1 of this Contract, except by mutual agreement of the Board and the Superintendent. The Superintendent's Salary shall be increased each year on July 1st by an amount equal to (i) the highest percentage raise given to the District's administrators or (ii) a percentage mutually agreeable to the Board and the Superintendent. Additional increases in salary shall be based on the Superintendent's annual performance evaluation and shall be at the discretion of the Board. Such adjustments, if any, shall be made pursuant to a lawful Board resolution and they shall be in the form of new contract or a written addendum to this Contract.

3.3 Business Expenses. The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's independent auditors.

3.4 Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.5 Health and Other Insurance. The District shall pay the high option coverage for group health and hospitalization, dental and vision for the Superintendent and her immediate family and shall provide her with all other benefits on the same basis as twelve (12) month administrative employees of the District.

3.6 Disability Insurance. During the term of this Contract, the District shall reimburse the Superintendent for the premium for long term and short-term disability insurance coverage for the Superintendent through the coverage available to other District administrative employees. If, at

the time the Superintendent takes disability, the coverage does not cover at least sixty percent (60%) of the Superintendent's monthly salary, after a suitable qualifying period, the District shall pay the difference between the monthly benefit under the coverage available to other District administrative employees and 60% of the Superintendent's monthly salary ("District Disability Payment"). The District Disability Payment will only be paid in the event of a qualifying disability under the disability coverage provided herein, and only during the term of this Contract in effect at the time of disability.

3.7 Life Insurance. During the Superintendent's employment with the District, on or before September 1st of each year, the District shall reimburse the Superintendent for the cost of the annual premium for the purchase of a term life insurance policy on the life of the Superintendent in the amount of her annual salary and, at the Superintendent's option, she has the right to increase that life insurance coverage at her cost. The term life insurance policy for which the District is reimbursing the Superintendent hereunder shall be owned by the Superintendent on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under each of the life insurance policies. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, she is solely responsible for payment of the premiums on such a plan.

3.8 Administrative Benefits. During the Superintendent's employment with the District, the Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Board Policies.

3.9 Local Sick Leave. During the Superintendent's employment with the District, the Superintendent shall have ten (10) local sick leave days per fiscal year, which shall accumulate from one year to the next in accordance with Board Policy. Any unused accrued local sick leave days earned prior to the date of execution of this Contract is unaffected by this Section 3.9 and such days will continue in accordance with Board Policy. Unused accrued local sick leave shall not be paid at separation.

3.10 Vacation and Holidays. The vacation days provided in this Section 3.10 are in lieu of any vacation or "nonduty" days provided the Superintendent under applicable Board policies. Effective July 1, 2023, during the Superintendent's employment with the District, the Superintendent may take, at the Superintendent's choice, twenty (20) District business days of vacation annually ("Vacation Days"). All Vacation Days taken under this provision shall be taken in a single period or at different times, and entered and submitted by the Superintendent, in accordance with District/Board policies and procedures. Vacation Days shall accrue on July 1 of each year during the term of this Contract. Prior to taking Vacation Days, the Superintendent will advise the Board President to coordinate the use of Vacation Days at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. On June 30th of each year during the term of this Contract, the District shall pay in a lump sum to the Superintendent, at the Superintendent's daily rate of pay, as of the payment date any accrued but unused Vacation Days. Effective July 1, 2024, the daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. The payment for Vacation Days shall be paid in the form of a non-elective employer paid contribution to a Supplemental Retirement Plan

for the benefit of the Superintendent. The Supplemental Retirement Plan shall consist of plans established under Sections 403(b), 457(b), and 401(a) ("the Plans") of the Internal Revenue Code (the "Code"). The 403(b) and 401(a) plans shall be established as employer-paid with non-elective contributions by the District. The payment shall first be made to a 403(b) Supplemental Retirement Plan. In the event that the District contribution to the 403(b) Supplemental Retirement Plan exceeds the annual limit for contributions to the 403(b), the remaining contribution shall be made to a plan established by the District under Section 401(a) of the Code. To the extent that such contribution exceeds the contribution limit under the Code for a 401(a) plan, then the contributions shall be made to a plan established by the District under Section 457(b) of the Code. To the extent that such contribution exceeds the contribution limit under the Code for a 457(b) plan, then they shall be paid in cash. Each contribution to the Supplemental Retirement Plan and earnings thereon shall become immediately vested with the Superintendent and the Superintendent shall have no right to receive such contributions in cash, except as set forth herein. The Plans shall each be established under a written plan document that meets the requirements of the Code and such documents are incorporated herein by reference. The funds for the Plans plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan. Accrued but unused vacation days that are not paid in accordance with this section are "use it or lose it" and will not accrue and/or "roll over" to the next year of the term of this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts.

3.11 Annual Physical Examination. During the Superintendent's employment with the District, the Superintendent shall annually undergo a physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The Superintendent shall submit the confidential reports received from the health care professional who performs the examination to the Board President. The District shall pay all reasonable costs of the examination on or before the expiration of thirty (30) days from the date of the examination. To the extent such confidential report is maintained by the District, they shall be maintained as a confidential medical record to the extent permitted by law.

3.12 Professional Activities/Civic Organizations. The Superintendent shall reasonably attend and participate in appropriate professional and civic meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations as she deems appropriate in the performance of her duties, from funds budgeted for that purpose by the Board, and the Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of her duties as Superintendent.

3.13 Professional Liability Insurance. During the Superintendent's employment with the District, the District does hereby agree to provide the Superintendent, professional liability insurance under the District's errors and omissions insurance policy.

3.14 Supplemental Retirement Plan—Salary Deferral. Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of forty percent (40%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in her account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

Beginning on July 1,2024, and each date thereafter identified below, the first sentence of this Section 3.14 shall be amended and restated in its entirety as follows:

DATE	**Percentage of the annual maximum voluntary contribution added to Salary of Superintendent**
July 1, 2024	Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of 60% of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary").
July 1, 2025	Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of 80% of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary").
July 1, 2026 and on each July 1st thereafter during	Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of 100% of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and a

the term of this Contract, including extensions thereof	457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary").

3.15 Longevity Pay. If on June 30, 2027, and each June 30th thereafter during the term of this Contract, the Superintendent remains employed with the District as the acting superintendent of schools, the District may consider, in the sole discretion of the Board, additional compensation to the Superintendent for longevity in the form of additional monthly salary. Any additional compensation described in this Section 3.15 shall be paid to the Superintendent in regular monthly payroll installments as long as the Superintendent is employed with the District as the acting superintendent of schools, shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21.(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS. The District's obligation to pay the Superintendent under this Section ends when the Superintendent is no longer employed with the District as the acting superintendent of schools.

4. EMPLOYMENT PERFORMANCE

4.1 Development of Goals. The Superintendent and the Board will agree annually on a date certain for the Superintendent and the Board to develop the goals for the District for each year ("District Goals"). The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent shall submit proposed District Goals to the Board annually in a Board meeting for the Board's review, consideration and adoption. The Superintendent shall also submit to the Board for informational purposes only the Superintendent's plan to implement the goals. The District Goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 Review of Performance. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year, at a date to be determined with the Board, during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, and lawful Board directives, and to the adopted annual District Goals outlined in Paragraph 4.1. A mid-year conference between the Board and the Superintendent concerning the achievement of these goals shall be held each year, at a date to be determined with the Board. The evaluation format and procedure shall be in accordance with Section 4.3, the Board's policies and state and federal law. The Superintendent may submit a self-appraisal using the approved evaluation instrument within thirty (30) days prior to the Board's completion of the Superintendent's evaluation and the Board shall take the self-appraisal into

consideration as part of the evaluation process. Unless the Superintendent expressly requests otherwise in writing, all meetings, conferences, and discussions concerning the Superintendent's performance shall be held in closed, executive session and shall be considered evaluative documents confidential to the extent permitted by law.

4.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in consultation with the Superintendent in accordance with the provisions of Section 4 of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate expected performance utilizing the modified evaluation instrument before being evaluated.

4.4 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. TERMINATION OF EMPLOYMENT CONTRACT

5.1 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.

5.2 Non-Renewal of Contract. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

5.3 Death, Retirement. This Contract shall be terminated upon the death or retirement of the Superintendent.

5.4 Resignation. 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 no later than forty-five (45) days before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

5.5 Disability of Superintendent. Should the Superintendent be unable to perform any or all of the duties of her position, with or without accommodation, by reason of illness or accident, she may use all accumulated but unused state sick leave days, local leave days, non-duty days and vacation days. A determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Superintendent or the Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of her material duties and obligations of employment with or without accommodation, the District and

the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent. During any period when the Superintendent is unable to perform any or all of her duties by reason of illness or accident, the Board may appoint a person as acting superintendent until the Superintendent is able to resume her duties if the Board determines it is in the best interests of the District to do so.

5.6 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause as determined by the Board, according to Board policy. The term "good cause" shall include, but not be limited to the following:

(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. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence 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 including, but not limited to the standards outlined in Board Policies DH (LEGAL), DH (LOCAL) and DH (EXHIBIT);

(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 subject to the terms and provisions of Paragraph 5.5 herein;

(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) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board;

(n) Assault on an employee or student;

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

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

(q) Failure to fulfill requirements for superintendent certification;

(r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or,

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

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

6. MISCELLANEOUS

6.1 Governing Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. The Board and Superintendent each submit to the exclusive jurisdiction of the State and Federal courts in Collin County, Texas.

6.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. Each Party acknowledges and represents that they are knowledgeable in the business matters that are the subject of this Contract.

6.3 Notification of Board of Trustees. A copy of this Contract shall be provided to all present members of the Board of Trustees and to each new Trustee as they are elected and sworn in.

6.4 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity.

6.5 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 for the term stated herein 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.

6.7 Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instances.

6.8 Failure to Enforce or Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

6.9 Construction of Terms/Section Headings. This Contract shall be deemed drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a part of this Contract.

6.10 Copy Effective. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

6.11 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by either party to the other (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

(a) if to District, to:

Plano Independent School District
2700 W. 15th Street
Plano, Texas 75075
Attn: Board President

with copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75070
Attn: Marianna M. McGowan

(b) if to Superintendent, to:

Dr. Theresa Williams
2701 W. 15th Street
Ste D #512
Plano, Texas 75075

with copy to:
Cory Hartsfield, PC
Attn: Cory S. Hartsfield
cory@chartsfieldlaw.com

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party hereto may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

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

EXECUTED to be effective as the date first written above.

PLANO INDEPENDENT SCHOOL DISTRICT

EXECUTED this, the 13 day of Feb, 2024.

ATTEST:

By: _____
Secretary, Board of Trustees

By: _____
President, Board of Trustees

By: _____
Dr. Theresa Williams
Superintendent of Schools