



# SCHOOL FIRST

**FINANCIAL INTEGRITY RATING  
SYSTEM OF TEXAS 2022-23  
RATING**

**2021-2022 SCHOOL YEAR DATA**

# ***PRIMARY GOAL - SCHOOL FIRST REPORTING***

**Achieve quality performance  
in the management of school  
districts' financial resources**

# ***REPORTING REQUIREMENTS***

- ◎ **School district must prepare and distribute an annual financial management report**
- ◎ **Hold public hearing to provide an opportunity for comment on the report**

# ***SCHOOL FIRST***

## ◎ **Texas Education Agency**

### Indicators

- Critical
- Solvency
- Financial Competence

### ◎ **4 Ratings**

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

# ***DISTRICT RATINGS***

<b>2021-22 Rating Year Data 2020-21</b>		<b>2022-23 Rating Year Data 2021-22</b>	
# of indicators	20	# of indicators	20
Ratings:	Points:	Ratings:	Points:
A – Superior	90 - 100	A – Superior	90 - 100
B – Above Standard	80 – 89	B – Above Standard	80 – 89
C – Meets Standard	70 – 79	C – Meets Standard	70 – 79
F - Substandard	0 – 69	F – Substandard	0 – 69

## **2022-2023 District Status Detail**

- ⦿ Name: Terrell ISD (129906)
- ⦿ Rating: **A - Superior**
- ⦿ Indicators Answered YES: 4\*                      Indicators Answered NO: 0
- ⦿ Summation of Indicators 6–20: 98

## **2021-2022 District Status Detail**

- ⦿ Name: Terrell ISD (129906)
- ⦿ Rating: **A - Superior**
- ⦿ Indicators Answered YES: 4\*                      Indicators Answered NO: 0
- ⦿ Summation of Indicators 6–20: 98

# ***CRITICAL INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
1.	Was the complete annual financial report (AFR) and data submitted to the TEA with 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?	YES	YES
2.	Was there an unmodified opinion in the AFR on the financial statements as a whole?	YES	YES

# ***CRITICAL INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
3.	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	YES	YES
4.	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	YES	YES
5.	This indicator not being scored.	N/A	N/A



# ***SOLVENCY INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
6.	Was the average change in fund balances over 3 years less than a 25% decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?	Passed	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)?	10	10
8.	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	10	10
9.	Did the school district's general fund revenues equal or exceed expenditures? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	10	10

# ***SOLVENCY INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
10.	Did the school district average less than 10% variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? (Indicator not evaluated)	10	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, then the school district passes this indicator.	10	10

# ***SOLVENCY INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
12.	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?	10	10
13.	Was the school district's administrative cost ratio equal to or less than the threshold ratio?	8	8
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)? (Indicator not evaluated)	10	10

# ***FINANCIAL COMPETENCE INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
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? (Indicator not evaluated)	5	5
16.	Did the comparison of Public Education 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?	PASSED	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?	PASSED	PASSED

# ***FINANCIAL COMPETENCE INDICATORS***

	INDICATOR DESCRIPTION	21-22	22-23
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?	10	10
19.	Did the school district post the required financial information on its website in accordance with the 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?	5	5
20.	Did the school board members discuss the district's property values at a board meeting within 120 days before adopting its budget?	Passed	Passed

# ***REQUIRED DISCLOSURES***

- **Superintendent's current employment contract** *(included with report)*
- **Summary schedule of total reimbursements received by the superintendent and each board member** *(included with report)*
- **Summary schedule of compensation and/or fees received by the superintendent in exchange for professional consulting and/or other personal services :**

For the Twelve-Month Period Ended August 31, 2022	Amount
Region 10	\$ 2,250.00
Region 20	1,500.00
Total	\$ 3,750.00

- **Summary schedule of the dollar amount of gifts that had an economic value of \$250 or more** *(NONE)*
- **Summary schedule of the dollar amount by board member for the aggregate amount of business transactions with the school district** *(NONE)*

# ***Superintendent & Board Disclosures- Reimbursements***

For the Twelve-month Period Ended August 31, 2022		
Description of Reimbursements	Dr. Georgeanne Warnock	Dena Risinger
Meals	1,959.78	481.65
Lodging	6,886.49	1,438.91
Transportation	4,687.56	938.44
Motor Fuel	-	-
Other	8,974.00	1,028.50
Total	\$ 22,507.83	\$3,887.50

# ***Superintendent & Board Disclosures- Reimbursements***

For the Twelve-month Period Ended August 31, 2022							
Description of Reimbursements	Nicholas Alford	Tonya Derrick	Ann McDonald	Channy Ory	Reginald Pegram	Monty Westbrook	Josh Graham
Meals	348.89	415.79	260.39	39.16	205.07	368.75	39.17
Lodging	821.46	821.46	474.02	-	578.46	821.46	-
Transportation	137.79	296.99	87.80	-	137.79	186.65	-
Motor Fuel	-	-	-	-	-	-	-
Other	60.00	520.00	843.51		520.00	903.51	70.00
Total	\$1,368.14	\$2,054.24	\$1,665.72	\$ 39.16	\$1,441.32	\$2,280.37	\$109.17



# ***Summary Reporting Requirements***

- 1.THE DISTRICT'S FINANCIAL MANAGEMENT PERFORMANCE RATING PROVIDED BY TEA**
- 2.THE DISTRICT'S PERFORMANCE UNDER EACH INDICATOR FOR THE CURRENT AND PREVIOUS YEARS' FINANCIAL ACCOUNTABILITY RATING**
- 3.VARIOUS SUPERINTENDENT AND BOARD MEMBER DISCLOSURES REQUIRED BY THE COMMISSIONER OF EDUCATION**
- 4.HOLD PUBLIC HEARING**





Financial Integrity Rating System of Texas

## 2022-2023 RATINGS BASED ON SCHOOL YEAR 2021-2022 DATA - DISTRICT STATUS DETAIL

Name: TERRELL ISD(129906)

Publication Level 1: 8/4/2023 12:02:16 PM

Status: Passed

Publication Level 2: 8/7/2023 3:01:39 PM

Rating: A = Superior Achievement

Last Updated: 8/7/2023 3:01:39 PM

District Score: 98

Passing Score: 70

#	Indicator Description	Updated	Score
1	<u>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?</u>	7/13/2023 6:19:20 PM	Yes
2	<u>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.)</u>	7/13/2023 6:19:20 PM	Yes
3	<u>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.)</u>	7/13/2023 6:19:20 PM	Yes
4	<u>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.)</u>	7/13/2023 6:19:20 PM	Yes Ceiling Passed
5	This indicator is not being evaluated.		
			1 Multiplier Sum
6	<u>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.)</u>	7/13/2023 6:19:20 PM	Ceiling Passed
7	<u>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.</u>	7/13/2023 6:19:20 PM	10
8	<u>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.</u>	7/13/2023 6:19:20 PM	10
9	<u>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.</u>	7/13/2023 6:19:20 PM	10
10	This indicator is not being evaluated.		10
11	<u>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.)</u>	7/13/2023 6:19:20 PM	10
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	7/13/2023 6:19:20 PM	10
13	<u>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.</u>	7/13/2023 6:19:20 PM	8

14	This indicator is not being evaluated.		10
15	This indicator is not being evaluated.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	7/13/2023 6:19:20 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	7/13/2023 6:19:20 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	7/13/2023 6:19:20 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	7/13/2023 6:19:20 PM	5
20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	7/13/2023 6:19:20 PM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 Score

## DETERMINATION OF RATING

<b>A.</b>	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned.	
<b>B.</b>	Determine the rating by the applicable number of points.	
	<b>A = Superior Achievement</b>	90-100
	<b>B = Above Standard Achievement</b>	80-89
	<b>C = Meets Standard Achievement</b>	70-79
	<b>F = Substandard Achievement</b>	<70
<p><b>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</b></p> <p>The school district receives an <b>F</b> if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p> <p>The school district receives an <b>F</b> if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p>		

## CEILING INDICATORS

Did the school district meet the criteria for any of the following <b>ceiling indicators</b> 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.		
<b>Determination of rating based on meeting ceiling criteria.</b>	<b>Maximum Points</b>	<b>Maximum Rating</b>
<b>Indicator 4</b> (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement

<b>Indicator 6</b> (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
<b>Indicator 16</b> (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
<b>Indicator 17</b> (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
<b>Indicator 20</b> (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

RATING YEAR 2021-2022

DISTRICT NUMBER district #

Select An Option

Help

Home



Financial Integrity Rating System of Texas

## 2021-2022 RATINGS BASED ON SCHOOL YEAR 2020-2021 DATA - DISTRICT STATUS DETAIL

Name: <b>TERRELL ISD(129906)</b>		Publication Level 1: 8/2/2022 2:05:39 PM	
Status: <b>Passed</b>		Publication Level 2: 8/4/2022 12:15:48 PM	
Rating: A = Superior Achievement		Last Updated: 8/4/2022 12:15:48 PM	
District Score: 98		Passing Score: 70	
#	Indicator Description	Updated	Score
1	<u>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?</u>	7/12/2022 9:12:34 AM	Yes
2	<u>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.)</u>	5/16/2022 11:53:05 AM	Yes
3	<u>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.)</u>	5/16/2022 11:53:05 AM	Yes
4	<u>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.)</u>	5/16/2022 11:53:07 AM	Yes Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>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.)</u>	5/17/2022 9:50:16 AM	Ceiling Passed
7	<u>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.</u>	5/16/2022 11:53:12 AM	10

8	<u>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.</u>	5/16/2022 11:53:16 AM	10
9	<u>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.</u>	5/16/2022 11:53:17 AM	10
10	This indicator is not being scored.		10
11	<u>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, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>	5/16/2022 11:53:19 AM	10
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	5/16/2022 11:53:21 AM	10
13	<u>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.</u>	6/9/2022 11:03:02 AM	8
14	<u>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.</u>	5/16/2022 11:53:22 AM	10
15	This indicator is not being scored.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 11:53:23 AM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	5/16/2022 11:53:24 AM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	5/16/2022 11:53:24 AM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	5/16/2022 11:53:25 AM	5
20	<u>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.)</u>	5/16/2022 11:53:26 AM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 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 <b>F for Substandard Achievement</b> 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 <b>F</b> if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.		

CEILING INDICATORS

Did the school district meet the criteria for any of the following <b>ceiling indicators</b> 4, 6, 16, 17, or 20? 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 <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement



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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the "Board") of Terrell Independent School District (the "District") and Georgeanne Warnock (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning January 1, 2023, and ending December 31, 2027. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application, may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and Chief Executive Officer of the District. The Superintendent agrees to perform his or her duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.



- 4.2 Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 Board Meetings:** The Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, 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 requests to meet without the Superintendent. In the event of illness or Board approved absence, a designee of the Superintendent approved by the Board shall attend such meetings.
- 4.4 Reassignment:** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.5 Consultation Activities:** The Superintendent shall be permitted to undertake writing, teaching and speaking engagements, and may serve as a consultant as permitted by law. These activities shall not interfere with the performance of the Superintendent's duties, and she shall use accrued vacation days or personal leave days. These activities must be consistent with state and federal law, including, but not limited to Texas Education Code, Section 11.201(e), and follow applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. These activities shall require the prior approval of the Board. The Superintendent shall notify the Board President prior to leaving the District for consulting purposes, with the dates she will be out of the District. The Superintendent agrees to provide information regarding income from such activities as necessary for financial reporting requirements. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District.
- 5. Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 Salary:** The District shall pay the Superintendent an annual salary of Two Hundred Eighty-Seven Thousand Seven Hundred and Twenty-five dollars (\$287,725.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** 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.

- 5.2 Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.3 Contribution to Retirement Plan:** The District agrees to make employer contributions to a 457(b)-plan or 403(b)-plan established for the benefit of the Superintendent in the amount of \$12,000.00 annually. The Superintendent is also eligible to participate in any other retirement plan contributions offered to all other employees in the District, such as the 1-2-3 Matching Program.
- 5.4 Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.5 Professional Organizations:** 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and two other professional organizations selected by the Superintendent.
- 5.6 Residence in District.** As a condition of employment with the Terrell Independent School District, the Superintendent shall reside within the geographic boundaries of the District by no later than December 31, 2020, and at all times thereafter while employed by the District.
- 6. Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
- 7. Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.
- 8. Liability Insurance.** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of

this Contract expires, but which relate to events occurring during the Superintendent's employment with the District. 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.

**9. General Provisions.**

- 9.1 Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 9.2 Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 9.3 Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 9.4 Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 9.5 Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 9.6 Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.



**10. Notices.**

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

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

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

Superintendent: Georgeanne Warnock  
Dr. Georgeanne Warnock, Superintendent

Date signed: 12/12/22

Terrell ISD: Dena Risinger  
Dena Risinger, President Board of Trustees

Date signed: 12.12.22