



Alvin Independent School District

2022-2023 School Year

Financial Management Performance Report

“SUPERIOR ACHIEVEMENT”



2024

Presented October 8, 2024

**Alvin Independent School District
Financial Management Performance Report
for 2024 - Ratings of 2022-2023 Data**

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INTRODUCTION

The Schools FIRST (Financial Integrity Rating System of Texas) is an accountability rating system for Texas school districts developed by the Texas Education Agency as authorized by Senate Bill 218 of the 77th Legislature in 2001.

The primary goals of this rating system are to:

- Efficiently assess the quality of financial management in Texas public schools
- Measure and report the extent to which financial resources in Texas public schools assure the maximum allocation possible for direct instructional purposes
- Implement a rating system that fairly and equitably evaluates the quality of financial management decisions
- Improves the management of school districts' financial resources
- Increase financial accountability within Texas' public education system

School Districts are rated on various performance “indicators” relating to financial management. These indicator ratings inform the district of how well they are doing financially, and where the district should focus efforts for improvement. In addition to the rating of each indicator, districts receive an overall “passed” or “failed” rating. These ratings are based on an analysis of staff and student data reported for the 2022-2023 school year, and budgetary and actual financial data for the 2023 fiscal year. The information that determines the School’s FIRST rating is submitted to the Texas Education Agency (TEA) via the Public Education Information Management System (PEIMS) and the Annual Financial Report (AFR).

The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being “Superior Achievement,” followed by “Above-Standard Achievement,” “Standard Achievement” and “Substandard Achievement.” Districts with serious data quality problems may receive the additional rating of “Suspended-Data Quality.” Districts that receive the “Substandard Achievement” or “Suspended-Data Quality” ratings must file a corrective action plan with the Texas Education Agency.

In addition to the twenty indicators in the 2022-2023 rating, public school districts are also required to disclose information regarding the Superintendent’s employment contract, reimbursements received by the Superintendent and School Board Members, outside compensation and fees received by the Superintendent for personal services, gifts received by Executive Officers and Board Members, business transactions between the school district and Board Members and any other information the Board of Trustees determines to be useful.

With this being the twenty-second year of the rating system, Alvin ISD has received the **“Superior Achievement”** rating under the Schools FIRST (Financial Accountability Rating System) for the school year ending 2023.

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: ALVIN ISD(020901)	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 1:30:52 PM
District Score: 96	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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	<u>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</u>	4/19/2024 6:25:51 PM	Ceiling Passed

	<u>maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>		
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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 PM	10
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	8/20/2024 1:30:51 PM	6
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>	8/20/2024 1:30:52 PM	10
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>	4/19/2024 6:25:51 PM	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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 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>	4/19/2024 6:25:51 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	4/19/2024 6:25:51 PM	5

20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	4/19/2024 6:25:51 PM	Ceiling Passed
21	<u>Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?</u>	4/19/2024 6:25:51 PM	Ceiling Passed
			96 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			96 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
<p>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.</p> <p>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.</p>		

CEILING INDICATORS

<p>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.</p>		
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
Indicator 21 (FSP Repayment Plan) - Response to indicator is <i>Yes</i> .	70	C = Meets Standard Achievement

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

THE TEXAS EDUCATION AGENCY

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FIRST 5.15.6.0



Disclosures



ALVIN INDEPENDENT SCHOOL DISTRICT

School FIRST Annual Financial Management Report

Reporting requirements for the financial management report for Schools FIRST public hearing are found in Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(o). This rule describes requirements for the five disclosures explained below that are to be presented as appendices in the Schools FIRST financial management report.

1. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2023

For the Twelve-Month Period Ended June 30, 2023		Board	Board	Board	Board	Board	Board	Board
Description of Reimbursements	Superintendent	Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7
Meals	\$ 448.19	\$ 85.13	\$ 40.00	\$ 40.00	\$ 45.00	\$ -	\$ 90.13	\$ 45.00
Lodging	1,614.15	793.11	793.11	-	793.11	793.11	793.11	793.11
Transportation	-	258.81	-	-	258.82	-	-	258.81
Motor Fuel	-	-	-	-	-	-	-	-
Other	4,708.87	743.87	425.00	175.00	537.58	425.00	425.00	593.87
Total	\$ 6,771.21	\$ 1,880.92	\$ 1,258.11	\$ 215.00	\$ 1,634.51	\$ 1,218.11	\$ 1,308.24	\$ 1,690.79

Note - All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order,

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.

2. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services for Fiscal Year 2023

For the Twelve-Month Period Ended June 30, 2023	Amount Received
Name(s) of Entity(ies)	\$
Total	\$0.00

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

3. Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) in Fiscal Year 2023 (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								
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

4. Business Transactions Between School District and Board Members for Fiscal Year 2023

For the Twelve-Month Period Ended June 30, 2023							
	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

5. Superintendent’s Current Employment Contract

The school district is to provide a copy of the superintendent’s employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2024. In lieu of publication in the Schools FIRST financial management report, the school district may chose to publish the superintendent’s employment contract on the school district’s website. If published on the Internet, the contract is to remain accessible for twelve months.

**SUPERINTENDENT EMPLOYMENT CONTRACT
BETWEEN
ALVIN INDEPENDENT SCHOOL DISTRICT
AND
MRS. CAROL NELSON**

This Employment Contract is made and entered into on **this 17th day of January 2023**, by and between the Board of Trustees (hereinafter referred to as “Board”) of the Alvin Independent School District (hereinafter referred to as “District”) and Mrs. Carol Nelson (hereinafter referred to as “Superintendent”).

Pursuant to the authority of Chapter 21 of the Texas Education Code and the general laws of the State of Texas, for the consideration herein specified, the Board and Superintendent hereby agree as follows:

1. TERM

The Board, by and on behalf of the District, hereby employs, and Superintendent hereby accepts employment as Superintendent of Schools for a term **commencing January 1, 2023 and ending June 30, 2028**. The Board may consider the extension of this Contract each year following its annual evaluation and assessment of the Superintendent's performance, or at any other time determined by the Board. However, there is no requirement or duty for the Board to extend this Contract, and the Superintendent does not have any legally recognized and protected interest or expectation in such extension by the Board.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent of Schools in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

B. Duties: The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies and in the job description and as may be assigned by the Board from time to time. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted during the term of this Contract. The Superintendent agrees to devote her full time, energy and skill to the performance of these duties in a faithful, diligent, conscientious, and efficient manner.

The Superintendent shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules and procedures deemed necessary for the efficient operation of the District; and in general perform all duties incident to the office of the Superintendent and such duties as may be prescribed by the Board from time to time. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- C. Board/Superintendent Relationship:** Members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions about the operation and administration of the District called to their attention to the Superintendent for study, recommendation, and/or appropriate action. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, except closed meetings of the Board involving the evaluation of the Superintendent or duties of the members of the Board.

- D. Outside Activities:** The Superintendent shall devote her time, attention and energy to the business of the District. However, she may serve as a consultant to other districts or educational agencies, lecture, and engage in writing activities and speaking engagements with prior approval of the Board on a case-by-case basis in accordance with the Texas Education Code, Section 11.201(e), provided that such activities do not interfere with the performance of her duties as Superintendent. If such activities take place on one of the two hundred twenty-five (225) work days upon which her salary is predicated, the Superintendent shall pay any honorarium received to the District. Otherwise, an honorarium shall be retained by the Superintendent.

- E. Reassignment:** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District, and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through her participation in the following:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations (e.g., TASA, TASB, AASA and NSBA conventions);
- b. Seminars and courses offered by public or private educational institutions;
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for the Board; and
- d. Travel to other institutions.

The Board shall permit a reasonable amount of release time for the Superintendent, as it deems appropriate, to attend to such matters and shall pay for reasonable and necessary fees for travel and attendance expenses, as approved by the Board in the annual budget.

4. COMPENSATION

- A. The Board shall pay the Superintendent an annual salary of \$325,000 (three hundred twenty-five thousand dollars and no cents) and an annual car allowance of \$6,000 (six thousand dollars and no cents). Such salary shall be paid to the Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. The Board shall have the right to adjust the salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein set forth unless the same be part of a uniform plan affecting salaries of all employees of the District. Any adjustment in salary made during the term of the Contract may be in the form of an amendment and may become part of the Contract.
- B. The Board shall supplement the Superintendent's annual base salary by an amount equal to the Superintendent's portion (both retirement and TRS Care portions) of the monthly contribution to the Texas Retirement System (TRS). This salary supplement shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for TRS.
- C. The Board shall provide and pay the premium for a \$500,000.00 Term Life Insurance Policy for the Superintendent.

5. MISCELLANEOUS BENEFITS

- A. The Superintendent shall receive the same number of personal and local leave days per year as are afforded to other professional employees of the District employed pursuant to 225-day contracts. The Superintendent may accrue such unused leave days on the same basis as other professional employees on 225-day contracts. The Superintendent may accrue all unused non-duty hours and carry them forward yearly. The non-duty hours may

be used at the Superintendent's discretion or she may choose to receive, as compensation, her current daily rate per day or hourly rate compensation for her accrued time.

- B. Upon separation/retirement from the District the Superintendent shall be paid her daily rate for any accumulated/unused non-duty, local and state days. The Superintendent's earned contribution to her 401A account shall not be forfeited for use of local or state days.
- C. The Board shall supplement the Superintendent's base salary by the amount of total annual premiums for medical, dental and vision insurance.
- D. The District shall contribute, in addition to the employee earned contribution, an additional amount equivalent to 3% of the Superintendent's base salary each year, by the 31st of the month of January into her district approved 401A account.
- E. The Board shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators, and other professional groups approved by the Board to maintain and improve her professional skills, as permitted by state law and as approved by the Board in the annual budget.
- F. Recognizing the importance of a strong working relationship between the schools and the community, the Board shall pay reasonable dues, membership fees and related expenses for the Superintendent's membership in local service and civic associations as approved by the Board in the annual budget.
- G. The Board shall pay or reimburse the Superintendent for reasonable and necessary expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this Contract.
- H. The Superintendent will be reimbursed by the District on a per mile basis for business travel in the Superintendent's personal automobile to destinations outside of Region 4 ESC in accordance with District policy on the same basis as other administrative employees on twelve-month contracts.

6. RESIDENCE

The Superintendent agrees to maintain her principal resident within the District continuously throughout the term of her employment as Superintendent.

7. PROFESSIONAL LIABILITY

- A. **Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees

incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in her individual capacity or her official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the 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 2.3 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly.

- B.** The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.
- C.** The Superintendent shall fully cooperate with the District in defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. Both the District's obligation and the Superintendent's obligation under this provision shall continue after the termination of this Contract.

8. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent of Schools, the Board shall pay or reimburse the Superintendent for the cost of a complete medical examination of Superintendent once each year. For each year of employment as Superintendent, the Board will receive a report from a physician of the continued physical fitness of Superintendent to perform her duties. If there is a change in the health of Superintendent such that she no longer has the same continued physical fitness to perform her duties, the examining physician shall provide notice to the Board within 30 days of the examination. Any report shall be given directly and exclusively by the examining physical of the Superintendent. Any report shall be confidential.

9. GOALS AND OBJECTIVES

The Board and Superintendent shall meet annually, at a date and time determined by the Board, to establish Board goals and objectives for the District for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided.

10. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent in writing each year during the term of this Contract, and at such times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law and shall be related to the duties of the Superintendent as prescribed bylaw, Board policies and in the Superintendent's job description.

11. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual Agreement of the Parties

B. Retirement of Superintendent

C. Death of Superintendent

D. Disability of Superintendent: Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident or other cause, and said disability exists after all accrued sick leave has been exhausted, the District may make appropriate deduction from the Superintendent's base salary for any additional days in which the Superintendent is unable to perform the duties of her position. If such disability continues for a continuous period of one hundred eighty (180) days, or if such disability is permanent or irrevocable as determined by a physician mutually acceptable to the Board and the Superintendent, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties and obligations herein stated shall terminate.

If a question arises concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of Texas. The Board shall select the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits her from performing any or all of her duties.

E. Discharge for Good Cause: Good cause for termination shall constitute conduct which is prejudicial to the Board, including but not limited to neglect of duty or breach of contract, inefficiency or incompetency, or any other conduct that may constitute good cause as determined under state law or Board policy. Reasons for a proposed termination for good cause shall be given in writing and the Superintendent shall be entitled to all procedural and substantive rights as set forth in the Board's policies and applicable state and Federal law. If the Superintendent chooses to be represented by legal counsel in any such proceedings, she shall bear any costs therein involved.

F. Renewal/Non-renewal: Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable law.

12. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific provision of the Contract violates or is unenforceable under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.

13. CONTROLLING LAW

This Contract shall be governed by the laws of the State of Texas and it shall be performable in Brazoria County, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Brazoria County, Texas.

14. COMPLETE AGREEMENT AND AMENDMENT

This Contract embodies the entire understanding and agreement of the parties, and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written amendment or new contract signed by both parties.

15. MULTIPLE ORIGINALS

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

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved on its behalf by its duly authorized President, and the Superintendent has approved this Employment Contract, effective on the day and year specified in Section 1 above.

ALVIN INDEPENDENT SCHOOL DISTRICT

Mary Anne
Witness

By: Earl Humbird
Mr. Earl Humbird, President

Date: 1-19-2023

Mary Anne
Witness

By: Carol Nelson
Mrs. Carol Nelson, Superintendent

Date: 1/19/2023