



A PROUD TRADITION | A BRIGHT FUTURE

## **Annual Financial Accountability Management Report**



**For the Year Ended August 31, 2021**

**Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471**

**Dr. Roosevelt Nivens, Superintendent of Schools  
Ms. Jill Ludwig, CPA, RTSBA, Chief Financial Officer**

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

**ANNUAL FINANCIAL ACCOUNTABILITY MANAGEMENT REPORT**

**For the Year Ended August 31, 2021**

**Roosevelt Nivens, Ed. D.  
Superintendent of Schools**

**Prepared by  
Financial Services**

**Jill R. Ludwig, CPA, RTSBA  
Chief Financial Officer**

**Yvonne L. Dawson, CTSBS, RTSBA  
Director of Budget & Treasury**

**3911 Avenue I  
Rosenberg, Texas 77471**

**Lamar Consolidated Independent School District  
School FIRST  
August 31, 2021**

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**Lamar Consolidated Independent School District**  
**School FIRST**  
**August 31, 2021**

December 13, 2022

Mr. Alex Hunt, President  
Members of the Board of Trustees  
Lamar Consolidated Independent School District

Dear Mr. Hunt and Members:

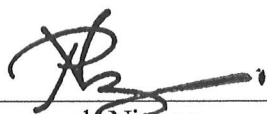
Senate Bill 218 of the 77<sup>th</sup> Legislature (2001) authorized the implementation of the Financial Integrity Rating System of Texas, officially known as School FIRST. This law requires each school district to prepare and distribute an annual financial management report, and to provide the public an opportunity to comment on the report at a public meeting. The annual financial management report must include a description of the district's financial management performance based on a comparison of the district's performance on the indicators provided by the Texas Education Agency (TEA). The primary goal of School FIRST is to improve the management of school districts' financial resources.

School FIRST was developed by TEA in consultation with the Texas Comptroller of Public Accounts, Texas Business and Education Council (TBEC), Texas Association of School Business Officials (TASBO), Texas Schools Public Relations Association (TSPRA) and other professional organizations.

The current School FIRST rating is based on student, staff, and budgetary and actual financial data reported through the Public Education Information Management System (PEIMS) for the fiscal year ended August 31, 2021. On November 3, 2022, we received notice of the 2021 final School FIRST rating. We are pleased to announce Lamar Consolidated Independent School District received a "Superior" rating based on the twenty indicators established by the Texas Education Agency. This is the twentieth year the district has achieved the highest rating.

This report includes a copy of the worksheet TEA used to determine the rating, along with the District's responses to the indicators and other relevant information that expands on the indicators.

Respectfully submitted,



Dr. Roosevelt Nivens  
Superintendent



Jill Ludwig, CPA, RTSBA  
Chief Financial Officer

School Year 2020-2021  
 Fiscal Year Ended August 31, 2021

County District: #079-901  
 District Name: Lamar CISD

Indicator	Indicator Description	Yes/No/ Points
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?	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.)	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.)	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.)	YES CEILING PASSED
5	This indicator is not being scored.  <i>A negative answer to indicators 1, 2, 3, or 4, automatically results in district rating of "F for Substandard Achievement."</i>	
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.)	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)?	8 points
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	10 points

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?	10 points
10	This indicator is not being scored.	10 points
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 automatically passes this indicator.)	10 points
12	Was the debt per \$100 of assessed property value sufficient to support future debt repayments?	6 points
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio?	10 points
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.	10 points
15	This indicator is not being scored.	5 points
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)	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? (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.)	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.)	10 points
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?	5 points
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.)	CEILING PASSED

Financial Integrity Rating Worksheet  
School Year 2020-2021  
Fiscal Year Ended August 31, 2021

County District: #079-901  
District Name: Lamar CISD

**Determination of District Rating**

Did the District fail any of the critical indicators 1, 2, 3, or 4? If so, the District's rating is **F for Substandard Achievement** regardless of points earned.

**No.**

Determine the rating by the applicable number of points. (Indicators 6-20).

**Lamar CISD earned 94 points.**

**A = Superior Achievement            90-100**

**B = Above Standard Achievement    80-89**

**C = Meets Standard Achievement    70-79**

**F = Substandard Achievement:      < 70**

**RATING:**  
**Superior Achievement – 94**

**Lamar Consolidated Independent School District  
School FIRST  
August 31, 2021**

**Responses to Base Indicators**

**Indicator #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?**

The District prepares its Annual Financial Report (AFR) for board approval at the regularly scheduled January meeting. The AFR was filed with the Texas Education Agency (TEA) by February 28, 2022 for the fiscal year ending August 31, 2021 and by February 28, 2021 for the fiscal year ending August 31, 2020, after approval by the Board of Trustees. This indicator is considered “passed” if the audit report is filed within 30 days of the deadline.

**Indicator #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.)**

When the AFR is audited by independent auditors, they issue an opinion stating that the financial statements are fairly presented and free of material misstatements. The affirmation of this process is indicated by issuance of an unmodified opinion by the auditors. A modified opinion from the independent auditors generally means that the District needs to take some type of corrective action on reporting its assets or internal controls. LCISD received an Unmodified Opinion from its independent auditors for the 2020-21 fiscal year and all prior years.

**Indicator #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 obligations on bonds issued to pay for school construction, etc..



Lamar CISD has a longstanding commitment to maintain its credit worthiness and has never defaulted on any debt payments. The District successfully passed this indicator for the 2020-21 fiscal year and all prior years.

**Indicator # 4 – Did the school district make timely payments to the Teachers Retirement Systems (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?**

This indicator seeks to make sure the District fulfilled its obligation to TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the District. Lamar CISD has always made timely payments to TRS, TWC, and IRS.

**Indicator # 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 Position greater than zero? (If the school district's change of students in membership over 5 years was 7% or more, then the school district passes this indicator.)**

TEA did not score this Indicator for this year.

**Indicator #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. The District passed this indicator because its 3-year average decline in fund balance was 3.17%, much lower than the 25% benchmark. In addition, the District exceeds the 75-day benchmark of operational expenditures.

**Indicator #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 (after the end of the fiscal year) the District could disburse funds for operating expenditures without receiving any new revenues. The optimal number of days considered acceptable by the TEA is 90 or more. The District just missed this target with a score of 84.5775 days cash and investments on hand and was awarded 8 out of 10 points.

**Indicator #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. TEA's targeted current ratio is 3.0 or more. Lamar CISD's current ratio is 5.4532.

**Indicator #9 – Did the school district’s general fund revenues equal or exceed expenditures (excluding facilities acquisitions and construction)? If not, was the school district’s number of days of cash on hand greater than or equal to 60 days?**

This indicator is a solvency and resource allocation measurement. The District’s revenues exceeded expenditures and Lamar CISD had 84.5775 days cash on hand, exceeding the 60-day benchmark. Therefore, the District received the full 10 points.

**Indicator #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?**

TEA did not score this Indicator for this year.

**Indicator #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.)**

The long-term debt ratio measures the financial leverage of the District. It indicates what portion of the District’s total assets are financed from long-term debt, so the ratio value should be less than 1.0. The lower the ratio, the better it is. The District’s long-term debt ratio is 0.9576. This indicator also recognizes that high-growth districts incur additional operating costs to open new instructional campuses. Lamar CISD is considered a high growth district with a **18.46%** increase in students over a five year period, and automatically passes this indicator.

**Indicator #12 - Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?**

This indicator measures the District’s ability to make debt principal and interest payments that will become due during the year. The prescribed calculation takes into account both General Fund and Debt Service Fund data elements, as well as costs and fees relating to bond issuance. To receive full points for this indicator, the district’s debt assessed ratio must be less than or equal to 4. Districts are scored according to a sliding scale ranging from 4.00 to 13.5. Lamar CISD’s ratio of 7.5475 earned 6 of the 10 available points.

**Indicator #13 – Was the school district’s administrative cost ratio equal to or less than the threshold ratio?**

The administrative cost ratio is determined by dividing the non-capital expenditures for central administration (functions 21 & 41) by total expenditures for instruction, curriculum & staff development, and guidance/counseling/evaluation services (functions 11, 12, 13, 31). TEA and state law set a cap on the percentage of their budget that Texas school districts should spend on administrative costs based on district size. For districts in Lamar’s category, the administrative cost ratio should fall below 8.55 percent. Lamar’s ratio for the 2020-21 school year was 4.51

percent, well below the state cap. The administrative cost ratio was 4.37 percent for the 2019-20 fiscal year.

**Indicator #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 has a decline in students over 3 school years, the District should decrease the number of 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. Lamar CISD's enrollment has increased by 3,075 students or 9.1945% over the past three years and automatically earns full points for this indicator.

**Indicator # 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?**

TEA did not score this Indicator for this year.

**Indicator #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?**

This indicator measures the quality of data submitted to TEA through the Public Education Information Management System (PEIMS) and reported in the Annual Financial Report by making certain that the data in both systems agree to each other. It is extremely important that data reported to the State among the various systems agree, because it is used in a variety of ways and by various different user groups for comparison and decision-making purposes. If the difference in numbers reported in any fund type is more than 3 percent, the district "fails" this measure.

Lamar CISD's data quality ratio was less than one percent (**0.0001448%**) for the fiscal year ending August 31, 2021, well below the allowable 3 percent variation. The District's data quality measurement was also less than 1% (0.0001658%) for the fiscal year ending August 31, 2020.

**Indicator #17 – Did the external independent auditor report that the AFR was free of any instance(s) of material weakness in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness).**

Internal control may be defined as a process designed to provide management with reasonable, but not absolute, assurance that:

- Assets are safeguarded against loss from unauthorized use or disposition,
- Transactions are executed in accordance with management's authorizations and recorded properly,
- Financial reporting is reliable, and
- The District remains in compliance with applicable laws and regulations.

The internal control environment is affected by various factors, such as integrity and ethical values, the commitment to competence, management's philosophy and operating style, and the school district's organizational structure.

A weakness in the system of internal control creates the risk that any or all of the objectives outlined will not be met. A *material* weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that material misstatements to the financial statements *or* material noncompliance with applicable laws, regulations, contracts, and grants may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

A clean audit of the District's Annual Financial Report means the District has no material weaknesses in internal controls. Any internal weaknesses create a risk of the District not being able to properly account for its use of public funds. Lamar CISD's AFR was free of any material weaknesses for 2020-21 and all prior years.

**Indicator # 18 – Did the external independent auditor report that 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.)**

No instances of material noncompliance for grants, contracts, or laws were noted in the District's 2020-21 Annual Financial Report.

**Indicator # 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. All postings were made by the District as required.

**Indicator # 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. The impact of property value changes has always been, and will continue to be, an important topic of discussion and consideration in the District's budgeting process.

## Additional Information and Comparisons

The following information expands on the base indicators by providing information on current financial management practices and a historical view of some of the quantifiable indicators. Although our current rating reflects Superior Achievement, it is not an implication that monitoring or a need for improvement should be relaxed. It is our goal to monitor and improve all aspects of the District's business and financial services to maximize and protect available resources so that our main educational objectives are achieved.

### **Financial Strength**

The District has enjoyed a very strong financial position for many years. A primary indicator of this strength is our liquidity position and the amount of available resources going into the next fiscal year. A commonly used benchmark of financial strength is the ratio of fund balance as a percentage of expenditures.

It has been recommended by the Texas Education Agency that an adequate fund balance target ranges between **12.5% and 25%** of expenditures. As a result of prudent financial management, Lamar CISD falls within this target range at 20.412% for the year ending August 31, 2021. Maintaining an adequate fund balance eliminates the need for short-term borrowing while providing flexibility in decision-making and strategic planning for long-term educational and financial goals.

### **Operating Cost Management**

Budgeted salary and benefit costs comprise the largest category of expenditures each year, amounting to about **86.7%** of the General Fund budget for 2020-21. Utility costs, another large category, totaled **1.7%**. Considering that these two categories combined account for over **88%** of the annual operating budgets, only a small portion of our budget is flexible or variable in nature. Contracted services, supplies, materials, and other operating costs (property/liability insurance, travel, and training) make up the remainder of what may be referred to as controllable operating costs.

With 36,419 students in membership, the District's operating cost per student is less than all of the larger districts in the area who tend to enjoy some economies of scale. It is also less than the state average.

The chart below illustrates how Lamar CISD's overall operating cost per student compares to surrounding districts, as well as to the state average. This information is taken from the 2020-21 Standard Reports and reflects the audited PEIMS data for the fiscal year. The Standard Reports for all districts may be found on the TEA website under "Reports and Data."  
([www.tea.texas.gov](http://www.tea.texas.gov))

<b>District</b>	<b>Operating Cost</b>	<b>Students in Membership</b>	<b>Operating Cost per Student</b>
<b>Lamar CISD</b>	<b>\$338,757,367</b>	<b>36,419</b>	<b>\$9,302</b>
Alief ISD	\$410,948,590	41,715	\$9,851
Fort Bend ISD	\$744,013,198	76,469	\$9,730
Katy ISD	\$801,832,294	83,999	\$9,546
State Average	\$51,117,893,951	5,358,831	\$9,539

### Administrative Cost Management

Another measure used by the Texas Education Agency to analyze operating cost efficiency is the administrative cost ratio. This formula is mandated by law and divides identified administrative costs by selected instructional costs to arrive at a percentage. A district's size determines its administrative cost limitation. Based on Lamar CISD's size, our administrative cost limit is 8.55%.

The following chart presents the District's low administrative cost ratios. At 4.51% for 2020-21 and less than 5% for the five years presented, Lamar CISD's ratio falls well below the limit.

<b>School Year</b>	<b>Administrative Cost Ratio</b>	<b>Ratio Limitation</b>
2020-2021	4.51%	8.55%
2019-2020	4.37%	8.55%
2018-2019	4.43%	8.55%
2017-2018	4.46%	8.55%
2016-2017	4.38%	8.55%

## **Budgetary Planning and Allocations**

State law requires that every local education agency in Texas prepare and file an annual budget of anticipated revenues and expenditures with the Texas Education Agency. It is the intent of management that the budgetary process result in the most efficient use of available resources while effectively attaining the goals and objectives set by the administration and campus staff.

The budget process at Lamar CISD typically begins in January of each year as administrators, teachers, and District planning committees evaluate current year progress toward goals set for student achievement and begin the goal-setting process for the next year. Local, state, and federal funds are budgeted at the campus level, based on specified allocations provided by central administration. Site-based teams allocate funds for contracted services, supplies and materials, and miscellaneous other operating costs according to District and Campus Improvement Plans. Non-campus (departmental) budgets for all costs other than personnel and fringe benefits are prepared by each department. The budgets are based on an assessment of current year requirements and projections of subsequent year needs. Budgets for personnel costs, fringe benefits, and salary increases are developed cooperatively by the Financial Services and the Human Resources Departments. Special project and large capital outlay requests are considered on a case-by-case basis.

Our budget process is a highly participatory one, and campuses are given much discretion as to how to budget their funds. After all the budgets are prepared, they are combined and the review process begins. Allocations are verified, and campuses and departments are given the opportunity to make changes where necessary. Meanwhile, revenues are also being projected. Property taxes are estimated using preliminary appraised taxable values (provided by the appraisal district) and the proposed tax rate. State revenues are estimated using state funding templates and student population estimates developed by administration and demographers contracted by the District. Other minor sources of revenue are estimated based on past experience and any additional information available. Final calculations are made in August based on the most current information, and if necessary, adjustments to expenditure budgets are made. The General, Child Nutrition, and Debt Service Fund budgets are adopted by the Board of Trustees at the functional category level in August.

## **Personnel Management**

The education of students is a labor-intensive process and payroll expenditures comprised over 86% of the General Fund expenditures in 2020-21. In order to attract and retain highly qualified staff, Lamar CISD must offer a competitive salary and benefit package.

The District Compensation Plan, approved by the Board of Trustees and published annually, contains the following:

- Teacher Hiring Schedule
- Table of Extra Days and Stipends
- Concession Stand and Athletic Event Schedules

- Administrative/Professional and Clerical/Paraprofessional Salary Schedules
- Technical and Manual Trades Schedules, and
- Substitute and Part-Time Employee Rate Schedules

The Teacher Hiring Schedule is used by the Human Resources Department to place new employees into the compensation system. Salaries listed are based on an annual contract of 187 days, priced at market value commensurate with years of experience. For 2020-21, the Board of Trustees approved a flat raise amount of \$1,200 for teachers.

Non-teaching positions are paid according to market-driven schedules as outlined above. Positions are placed on paygrades within the schedules according to the complexity of the job duties and the knowledge, skills, and certifications/licenses required for performing the duties encompassed by the position. Raises are awarded based on a percentage of midpoint, with all positions in each pay grade receiving the same dollar amount. For 2020-21, employees received a raise valued at 2.00% of midpoint.

The table below illustrates the competitiveness of the Lamar CISD starting teacher salaries and average raises awarded for the periods shown.

<u>School Year</u>	<u>Starting Teacher Salary (Bachelor)</u>	<u>Midpoint Raise % (Non-Teaching Staff)</u>
2016-17	\$52,300	2.00%
2017-18	\$53,750	3.00%
2018-19	\$54,500	2.00%
2019-20	\$57,100	5.00%
2020-21	\$58,100	2.00%

### **Cash Management and Investment Policies**

It is the practice of the District to pursue a cash management program that stresses safety of principal, while generating favorable rates of return. This program is managed so that a sufficient level of liquidity is maintained to support anticipated expenditures without subjecting the District to material, unfavorable fluctuations of the market and to interest rate risk. The District's investments include participation in five diverse investment pools (Texpool, Lonestar, MBIA Texas CLASS, TexSTAR, and Texas DAILY).

Cash balances are monitored daily by the District through on-line banking. Using this system allows accounting personnel to minimize bank balances by only transferring into the accounts the funds necessary to cover the dollar amount of checks that have been issued each day. This keeps non-interest bearing demand deposit bank balances at a minimum, thus maximizing interest earnings on invested funds.



The Board of Trustees has adopted a written policy regarding the investment of its funds as defined in the Public Funds Investment Act of 1995. This policy authorizes the District to invest in obligations of the U.S. Treasury, the State of Texas, or certain U.S. Agencies, certificates of deposit, fully collateralized repurchase agreements, banker's acceptances, commercial paper, money market and no-load mutual funds, guaranteed investment contracts, and public investment pools as permitted by Chapter 2256, Texas Government Code.

Assets of the District shall be invested mainly in instruments whose maturities do not exceed one year from the time of purchase. The investment portfolio is diversified in terms of investment instruments and financial institutions to reduce the risk of loss.

Monitoring of investments is performed monthly as investment reports are submitted to the Board of Trustees for review. In addition, the District's investment officers present comprehensive quarterly reports on the investment program and investment activity.

### **Annual Audit Report**

Each year the District is required to be audited by an external independent auditor to provide reasonable assurance that the financial statements of the District are free of material misstatement. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our auditors, Whitley Penn, LLP have concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion, and that the District's financial statements for the fiscal year ended August 31, 2021 are fairly presented in conformity with Generally Accepted Accounting Principles (GAAP).

### **Ratings and Awards**

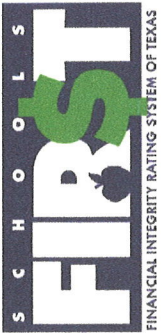
#### ***Certificate of Financial Excellence***

The Association of School Business Officials International (ASBO) has awarded the Certificate of Excellence in Financial Reporting to the Lamar Consolidated Independent School District for its Annual Comprehensive Financial Report for the fiscal year ended August 31, 2021.

In order to be awarded a Certificate of Excellence, a governmental unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report (ACFR), the contents of which conform to program standards. Such reports must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. The District has received this award annually since it began submitting its report for the year ending August 31, 2000.

*School First Rating: Superior*

Lamar Consolidated Independent School District has received the highest rating under Texas' School FIRST financial accountability rating system since its implementation for the fiscal year ending August 31, 2002. Fiscal 2002 was the transitional year of implementation for the new accountability project, with full implementation for years thereafter. School FIRST (Financial Integrity Rating System of Texas) is a financial accountability system for Texas school districts developed by the Texas Education Agency in cooperation with the State Comptroller's Office and in response to Senate Bill 218 of the 77<sup>th</sup> Texas Legislature (in 2001). The primary goal of School FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.



# Disclosures

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**1. Superintendent's 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 2022. In lieu of publication in the Schools 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.

**See Attached**

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 27<sup>TH</sup>, day of April, 2021, by and between the Board of Trustees (the "Board") of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") and DR. ROOSEVELT NIVENS (the "Superintendent").

### WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

#### I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of four (4) years, commencing on June 1, 2021, and ending on June 30, 2025. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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

#### II. Employment

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall administer the School District and faithfully perform the duties of Superintendent for the District in accordance with Texas Education Code 11.201(d), Board policies including, but not limited to Policy BJA (LOCAL) and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

- (a) Assume administrative responsibility and leadership for the planning, organization, 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, supervision, and evaluation of all personnel of the District other than the Superintendent;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner of Education;
- (d) Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (e) Manage the day-to-day operations 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 operations;
- (f) Prepare and submit to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section, and administering the budget;
- (g) Prepare recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;
- (h) Develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;
- (i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Commissioner or the District's Board of Trustees;
- (j) Organize the District's central administration;
- (k) Consult with the District-level committee;
- (l) 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;
- (m) Submit reports as required by state or federal law, rule, or regulation;
- (n) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (o) Perform any other duties lawfully assigned by action of the Board of Trustees.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent and efficient manner.

**2.2 Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

2.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal (e.g. deliberating a grievance). In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

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

2.6 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

### III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000.00), which amount shall be increased each year by an amount equal to the greater of (a) the percentage raise given to the District's teachers or (b) a percentage mutually agreeable to the Board and the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, fifteen (15) days of vacation annually, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. At the end of each year of the term of this Contract, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days, up to a maximum of ten (10) days paid each year, at the Superintendent's daily rate of pay, as of the payment date. The daily rate shall be calculated by dividing the current salary in section 3.1 by 226. Accrued but unused vacation days that are not cashed out in accordance with this section 3.3 shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

3.4 **Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent as it does for other administrative employees on twelve-month contracts pursuant to the group health care plan provided by the District for its administrative employees.

3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered

by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other Board approved memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

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

**3.7 Outside Consultant Activities.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

**3.8 Expenses.** The District shall pay or reimburse the Superintendent for reasonable 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 reasonably incurred by the Superintendent for District-related travel, including reasonable costs for transportation, overnight accommodations, meals, 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.



The District shall not reimburse the Superintendent for travel expenses incurred by the Superintendent's spouse when accompanying him on District business, unless specifically approved in advance by the Board and provided that such expenses are reasonably related and necessary to the conduct of the District's business.

**3.9 Annual Physical Examination.** The Superintendent shall undergo an annual 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 health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

**3.10 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 monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on the first day of the term and continuing for each payroll 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.

**3.11 Supplemental Retirement Plan.**

**3.11.1 Supplemental Salary Deferral Contributions.** For each payroll period beginning on the first day of the term of this Contract and continuing for each payroll during the term of this Contract, including any extensions thereof, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the maximum salary reduction contribution permitted by the Code for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. 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 established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively and as applicable, and the investments for the Superintendent's

accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account(s) 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.

**3.11.2 Contributions to Employer Paid Plan.** Beginning on or before December 31, 2021 and on or before each December 31st thereafter during the Term, the District shall contribute to the Supplemental Retirement Plan an amount equal to Fifteen Thousand and No/100 Dollars (\$15,000.00). Contributions to the Supplemental Retirement Plan pursuant to this section 3.12 shall be (a) made as a non-elective payment by the District to the Supplemental Retirement Plan (and the Superintendent shall have no right to receive such contribution in cash) and (b) such contributions and earnings thereon shall be kept in a separate account in the Supplemental Retirement Plan. The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Contributions shall be made first to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, then the contribution shall be made to a 457(b) deferred compensation plan. To the extent that the remaining contribution exceeds the contribution limit for a 457(b) deferred compensation plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. Each plan shall provide that the contributions made to the plan and all earnings thereon shall be 100% vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

**3.13 Benefits:** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

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

**4.1 Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to

assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

## **V. Review of Performance**

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

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

**5.3 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## VI. Termination of Employment Contract

6.1 **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.

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

6.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with the Board's policies or the District's administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- l. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification; or,
- q. Any other reason constituting "good cause" under Texas law.

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

6.5 **Nonrenewal of Contract.** Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

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

6.7. **Buyout.** Notwithstanding any other provision in this Contract, after the first year of the term of this Contract, the parties agree that the Board may, with nine (9) months advanced written notice, terminate the Contract if a majority of the full board determines, in its sole discretion, that termination of the Contract is in the District’s best interest. The 9-month notice contemplated by this section may not be given until on or after July 1, 2022. If the board provides notice of termination in accordance with this section 6.7, the termination date shall be no earlier than nine (9) months after the date the written notice of termination pursuant to this section 6.7 is received by the Superintendent (“Termination Date”) and the Board (1) shall pay to the Superintendent his full salary and benefits pursuant to the Contract through the Termination Date; and (2) shall pay to the Superintendent, as severance, on or before the Termination Date, a lump sum payment equal to the value of one year of salary and benefits pursuant to the Contract (“Severance Payment”). The District shall withhold applicable state and federal deductions but shall not withhold any payments to the Teachers Retirement System (“TRS”) from the Severance Payment. Payment of such amounts under this section 6.7 shall terminate any and all rights of the Superintendent to further payment of salary or benefits under this Contract. The District will cooperate with the Superintendent regarding distribution of the Severance Payment or portions thereof, in the Superintendent’s sole discretion, to one or more Supplemental Retirement Plans.

## VII. Miscellaneous

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

7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

7.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board’s policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract

shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

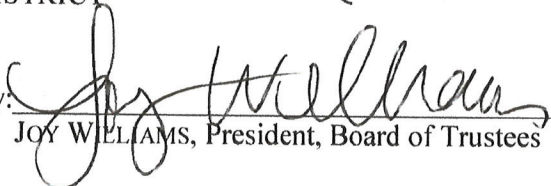
7.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed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

7.5 **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.

7.6 **Attorneys' Fees.** In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

7.7 **Board Policies.** References herein to "Board policies" include the Board's policies as they exist or may hereinafter be adopted or amended.


LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT

By:   
JOY WILLIAMS, President, Board of Trustees

ATTEST:  
By:   
JOE HUBENAK, Secretary, Board of Trustees

Executed this 27<sup>TH</sup> day of April 2021.

SUPERINTENDENT

By:   
DR. ROOSEVELT NIVENS

Executed this 27<sup>TH</sup> day of April 2021.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
MOVING AND RELOCATION EXPENSES AND CONSULTING AGREEMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

This Moving and Relocation Expenses and Consulting Agreement (the “Agreement”) is entered into on the 27th day of April 2021, by and between the BOARD OF TRUSTEES (the “Board”) of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the “District”) and DR. ROOSEVELT NIVENS (the “Superintendent”).

The Board and the Superintendent, for in and consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code have agreed, and do hereby agree, as follows:

**Section 1.** The Board has employed the Superintendent, and the Superintendent has accepted employment as Superintendent of Schools for the District for a term commencing on June 1, 2021 and ending on June 30, 2025.

**Section 2.** In connection with the Superintendent’s necessary relocation to the District, the District shall reimburse the Superintendent all reasonable and necessary expenses associated with the Superintendent’s relocation, including expenses for moving his furniture and belongings from his current residence to the District, and expenses for travel to and from the Superintendent’s current residence and the District to locate and secure housing in the District, including expenses for mileage, hotels, meals and incidentals. The Superintendent shall obtain at least two (2) estimates of moving expenses for his furniture and belongings from recognized national moving companies and the District shall pay the lower of the two estimates. The Superintendent shall provide all receipts and other documentation requested by the District to support the reimbursement of reasonable and necessary relocation expenses. The Superintendent shall be responsible for and shall pay any taxes due on this reimbursement of reasonable and necessary expenses as well as the taxes due on the reimbursements discussed in Section 4.

**Section 3.** The reimbursements of reasonable and necessary expenses associated with the Superintendent’s necessary relocation from his current residence to the District discussed in Sections 2 and 4 shall not become a part of the Contract of Employment between the Board and the Superintendent. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such reimbursement being made again at any time in the future during his employment as Superintendent.

**Section 4.** In addition to the reimbursement of reasonable and necessary relocation expenses, the District shall pay the Superintendent Three Thousand Two Hundred Dollars (\$3,200.00) per month



until he obtains a residence in the District or for up to six (6) consecutive months, whichever occurs sooner, beginning on June 1, 2021, to assist the Superintendent with the cost of temporary housing/meals in the District while the Superintendent locates and moves to a residence in the District from his current residence. The Board shall also reimburse the Superintendent or, at the request of the Superintendent, pay the applicable vendor directly for the reasonable and actual costs of storage of furniture, household goods, and personal effects during the period of reimbursable occupancy of such temporary housing during the term of this Contract. Such reimbursement, if applicable, shall be made in a timely manner upon presentation of invoices and other receipts in a form acceptable to the Board, or the Board may pay these expenses directly.

**Section 5.** The Superintendent is granted five (5) additional nonduty days to attend to relocating from his current residence to the District. These additional nonduty days may be used between June 1, 2021, and December 31, 2021. If these additional nonduty days are not used by December 31, 2021, they shall be lost and shall not accumulate and carry forward.

**Section 6.** The Board and Superintendent agree that prior to June 1, 2021, the Superintendent may provide consulting services to the District. For each day the Superintendent works as a consultant, the District shall pay the Superintendent One Thousand Three Hundred Five and 30/100 Dollars (\$1,305.30). Further, the District will pay or reimburse the Superintendent for reasonable and necessary costs incurred by the Superintendent for travel to the District, lodging and meals while performing these consulting duties.

**Section 7.** This Agreement is governed by the laws of the State of Texas and it shall be performable in Fort Bend County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall be in Fort Bend County, Texas, unless venue is required elsewhere by Texas law.

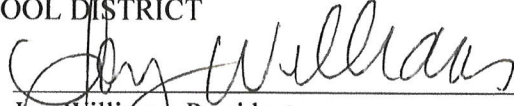
**Section 8.** This written Agreement contains and constitutes the entire understanding and agreement between the Board and the Superintendent with respect to the District's reimbursement of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District and with respect to the Superintendent's consulting services for the District, and it supersedes any previous negotiations, discussions, agreements, understandings, or written communications with respect to its subject matter.

[signatures to follow]

EXECUTED AND AGREED TO in duplicate originals this 27th day of April, 2021.

LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT

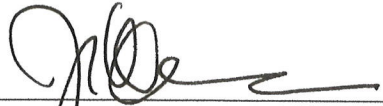
By:



Joy Williams, President  
Board of Trustees

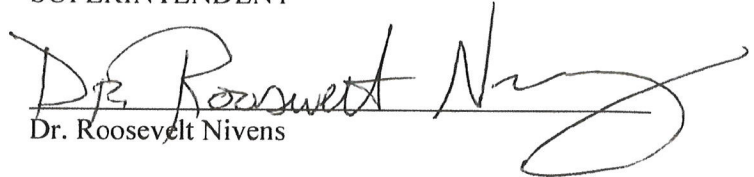
ATTEST:

By:



Joe Hubenak, Secretary  
Board of Trustees

SUPERINTENDENT



Dr. Roosevelt Nivens

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 17<sup>TH</sup>, day of May, 2022, by and between the Board of Trustees (the "Board") of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") and DR. ROOSEVELT NIVENS (the "Superintendent").

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

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

#### I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of four (4) years, commencing on June 1, 2022, and ending on June 30, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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

#### II. Employment

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall administer the School District and faithfully perform the duties of Superintendent for the District in accordance with Texas Education Code 11.201(d), Board policies including, but not limited to Policy BJA (LOCAL) and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

- (a) Assume administrative responsibility and leadership for the planning, organization, 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, supervision, and evaluation of all personnel of the District other than the Superintendent;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner of Education;
- (d) Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (e) Manage the day-to-day operations 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 operations;
- (f) Prepare and submit to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section, and administering the budget;
- (g) Prepare recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;
- (h) Develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;
- (i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Commissioner or the District's Board of Trustees;
- (j) Organize the District's central administration;
- (k) Consult with the District-level committee;
- (l) 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;
- (m) Submit reports as required by state or federal law, rule, or regulation;
- (n) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (o) Perform any other duties lawfully assigned by action of the Board of Trustees.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent and efficient manner.

**2.2 Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

**2.4 Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal (e.g. deliberating a grievance). In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

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

**2.6 Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

### **III. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Thirty Four Thousand and No/100 Dollars (\$334,000.00), which

amount shall be increased each year by an amount equal to the greater of (a) the percentage raise given to the District's teachers or (b) a percentage mutually agreeable to the Board and the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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

**3.3 Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, fifteen (15) days of vacation annually, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. At the end of each year of the term of this Contract, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation or personal days, up to a maximum of fourteen (14) days paid each year, at the Superintendent's daily rate of pay, as of the payment date. The daily rate shall be calculated by dividing the salary reported to the Texas Teacher Retirement System by 226. Accrued but unused vacation days that are not cashed out in accordance with this section 3.3 shall accumulate and carry forward from year to year during the term of this Contract but the Superintendent shall not be eligible for reimbursement for any additional accumulated days beyond eligibility for reimbursements as described in this section 3.3. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

**3.4 Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent as it does for other administrative employees on twelve-month contracts pursuant to the group health care plan provided by the District for its administrative employees.

**3.5 Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the

Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other Board approved memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

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

**3.7 Outside Consultant Activities.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

**3.8 Expenses.** The District shall pay or reimburse the Superintendent for reasonable 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 reasonably incurred by the Superintendent for District-related travel, including reasonable costs for transportation, overnight accommodations, meals, 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.

The District shall not reimburse the Superintendent for travel expenses incurred by the Superintendent's spouse when accompanying him on District business, unless specifically approved in advance by the Board and provided that such expenses are reasonably related and necessary to the conduct of the District's business.

**3.9 Annual Wellness Examination.** The Superintendent shall undergo an annual wellness examination(s) performed by a licensed physician(s) mutually acceptable to the

Board and the Superintendent. The examination(s) will determine the Superintendent's continuing fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis and other procedures or evaluations as deemed appropriate by the licensed physician(s) or other appropriate parties to ensure the Superintendent is appropriately managing the stress of the position. The health care professional shall submit confidential reports to the Board's Legal Counsel regarding the Superintendent's mental fitness to perform the essential functions of the job which can be shared with the Board at the discretion of the Board's Legal Counsel. The District shall pay all reasonable costs of the examination.

**3.10 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 monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on the first day of the term and continuing for each payroll 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.

**3.11 Supplemental Retirement Plan.**

**3.11.1 Supplemental Salary Deferral Contributions.** For each payroll period beginning on the first day of the term of this Contract and continuing for each payroll during the term of this Contract, including any extensions thereof, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the maximum salary reduction contribution permitted by the Code for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. 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 established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively and as applicable, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account(s) 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.



**3.11.2 Contributions to Employer Paid Plan.** The District shall contribute to the Supplemental Retirement Plan an amount equal to Fifteen Thousand and No/100 Dollars (\$15,000.00). Contributions to the Supplemental Retirement Plan pursuant to this section 3.12 shall be (a) made as a non-elective payment by the District to the Supplemental Retirement Plan (and the Superintendent shall have no right to receive such contribution in cash) and (b) such contributions and earnings thereon shall be kept in a separate account in the Supplemental Retirement Plan. The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Contributions shall be made first to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, then the contribution shall be made to a 457(b) deferred compensation plan. To the extent that the remaining contribution exceeds the contribution limit for a 457(b) deferred compensation plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. Each plan shall provide that the contributions made to the plan and all earnings thereon shall be 100% vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

**3.13 Benefits:** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

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

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

## V. Review of Performance

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

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

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## VI. Termination of Employment Contract

6.1 **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.

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

6.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as the failure of the Superintendent to perform the duties in the scope of his employment that a person

of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with the Board's policies or the District's administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- l. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification; or,
- q. Any other reason constituting "good cause" under Texas law.

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

**6.5 Nonrenewal of Contract.** Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

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

6.7. **Buyout.** Notwithstanding any other provision in this Contract, after the first year of the term of this Contract, the parties agree that the Board may, with nine (9) months advanced written notice, terminate the Contract if a majority of the full board determines, in its sole discretion, that termination of the Contract is in the District's best interest. If the board provides notice of termination in accordance with this section 6.7, the termination date shall be no earlier than nine (9) months after the date the written notice of termination pursuant to this section 6.7 is received by the Superintendent ("Termination Date") and the Board (1) shall pay to the Superintendent his full salary and benefits pursuant to the Contract through the Termination Date; and (2) shall pay to the Superintendent, as severance, on or before the Termination Date, a lump sum payment equal to the value of one year of salary and benefits pursuant to the Contract ("Severance Payment"). The District shall withhold applicable state and federal deductions but shall not withhold any payments to the Teachers Retirement System ("TRS") from the Severance Payment. Payment of such amounts under this section 6.7 shall terminate any and all rights of the Superintendent to further payment of salary or benefits under this Contract. The District will cooperate with the Superintendent regarding distribution of the Severance Payment or portions thereof, in the Superintendent's sole discretion, to one or more Supplemental Retirement Plans.

## VII. Miscellaneous

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

7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

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

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

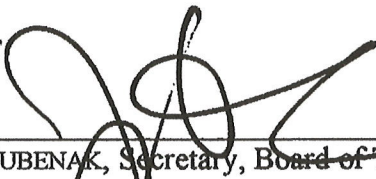
7.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

7.6 **Attorneys' Fees.** In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

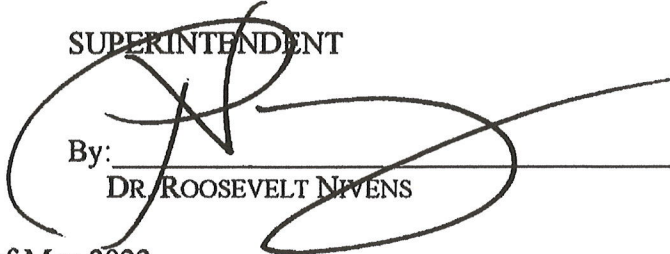
7.7 **Board Policies.** References herein to "Board policies" include the Board's policies as they exist or may hereinafter be adopted or amended.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

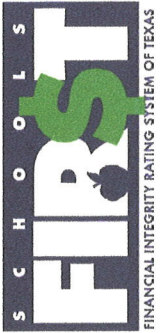
By:   
JOY WILLIAMS, President, Board of Trustees

ATTEST   
By: \_\_\_\_\_  
JOE HUBENAK, Secretary, Board of Trustees

Executed this 7<sup>TH</sup> day of May 2022.

SUPERINTENDENT  
By:   
DR. ROOSEVELT NIVENS

Executed this 17<sup>TH</sup> day of May 2022.



# Disclosures

## 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2021

For the Twelve-month Period Ended August 31, 2021	Dr. Thomas Randle	Dr. Roosevelt Nivens	Mandi Bronsell	Kay Danziger	Joe Hubenak	Alex Hunt	Zach Lambert	Jon Welch	Joy Williams
Description of Reimbursements									
Meals	\$ 0.00	\$ 24.79	\$ 45.38	\$ 17.30	\$ 72.31	\$ 0.00	\$ 97.07	\$ 19.40	\$ 24.77
Lodging	0.00	671.61	671.61	671.61	671.61	671.61	671.61	671.61	671.61
Transportation	506.04	397.08	539.99	222.96	0.00	347.75	402.96	324.96	0.00
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	770.00	995.00	1,020.00	1,020.00	1,015.00	595.00	1,020.00	1,020.00	1,280.00
Total	\$ 1,276.04	\$ 2,088.48	\$ 2,276.98	\$ 1,931.87	\$ 1,758.92	\$ 1,614.36	\$ 2,191.64	\$ 2,035.97	\$ 1,976.38

**Note** – The spirit of the rule is to capture all “reimbursements” for fiscal year 2021, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

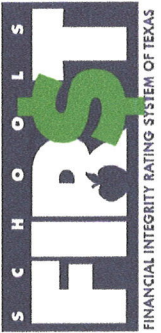
**Meals** – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

**Lodging** - Hotel charges.

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

**Motor fuel** – Gasoline.

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

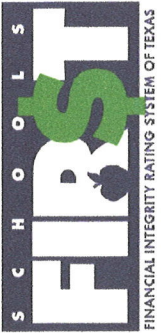


# Disclosures

### 3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2021

For the Twelve-Month Period Ended August 31, 2021	
Name(s) of Entity(ies)	\$0.00
Total	\$0.00

**Note** – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



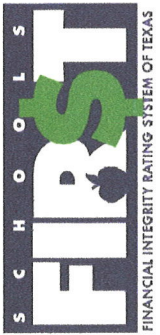
# Disclosures

## 4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2021

For the Twelve-Month Period Ended August 31, 2021										
	Dr. Thomas Randle	Dr. Roosevelt Nivens	Mandi Bronsell	Kay Danziger	Joe Hubenak	Alex Hunt	Zach Lambert	Jon Welch	Joy Williams	
Summary Amounts	\$0.00	\$0.00	\$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. Gifts received by first degree relatives, if any, will be reported under the applicable school official.





# Disclosures

## 5. Business Transactions Between School District and Board Members for Fiscal Year 2021

For the Twelve-Month Period Ended August 31, 2021																		
	Dr. Thomas Randle	\$0.00	Dr. Roosevelt Nivens	\$0.00	Mandi Bronsell	\$0.00	Kay Danziger	\$0.00	Joe Hubenak	\$0.00	Alex Hunt	\$0.00	Zach Lambert	\$0.00	Jon Welch	\$0.00	Joy Williams	\$0.00
Summary Amounts		\$0.00		\$0.00		\$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 reported in the summary schedule of reimbursements received by board members.



# *Disclosures*

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6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.