

GRAND PRAIRIE ISD

School FIRST

Financial Integrity Rating System of Texas

2022-2023 Report Using 8-31-2022 Audit
For Fiscal Year
2021-2022

**CREATE.
EMPOWER.
LEAD.**

2022-2023 School FIRST Rating

A = Superior Achievement
Score 98

2022-2023 School FIRST Rating Based on Audited Financials for Fiscal Year Ending 8-31-2022

Grand Prairie ISD

School FIRST requires a comparison of reporting year (2022-2023) to prior reporting year (2021-2022) and State Expected Results.

		<div> <div>Legend:</div> <div> <div>State Expected Result</div> <div>2022-23 School FIRST Results (8-31-22 Audit)</div> <div>2021-22 School FIRST Results (8-31-21 Audit)</div> </div> </div>			GPISD 2021-2022 Reporting Year	GPISD 2022-2023 Reporting Year
2022-2023 School First Report (8-31-2022 Audit) INDICATORS	CEILING INDICATOR	State Indicator	Indicator Background	State Expected Result	Using 8-31-21 Audit	Using 8-31-22 Audit
1.		<p>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?</p> <p>Additional Information: <i>GPISD's Fiscal Year end date is August 31; therefore, the January 28 deadline is applicable. The Annual Financial Report was approved by the Board of Trustees on January 26, 2023, and electronically submitted to the Texas Education Agency on January 26, 2023.</i></p>	A simple indicator. Was your Annual Financial Report filed by the deadline?	Yes	Yes	Yes
2.		<p>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.)</p> <p>Additional Information: <i>Weaver & Tidwell, the district's independent auditors, issued an unmodified opinion on the August 31, 2022 audit.</i></p>	A "modified" version of the auditor's opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.	Yes	Yes Auditor answers on L-1 in audit	Yes Auditor answers on L-1 in audit
3.		<p>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.)</p> <p>Additional Information: <i>GPISD paid its debt agreements in a timely manner.</i></p>	This indicator seeks to make certain that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, etc.	Yes	Yes Auditor answers on L-1 in audit	Yes Auditor answers on L-1 in audit
4.	CEILING INDICATOR	<p>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).</p> <p>Additional Information: <i>GPISD fulfilled its obligations to all government agencies in a timely manner.</i></p>	This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC, and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.	<div>Yes Ceiling Indicator (if fail, max pts can receive = 95 pts)</div>	<div>Yes Ceiling Passed Auditor answers on L-1 in audit</div>	<div>Yes Ceiling Passed Auditor answers on L-1 in audit</div>

5.		<p>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 percent or more, then the school district passes this indicator.)</p> <p>If the school district passes Indicator 5 based on the school district's 7 percent or more increase in students in membership, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.</p>		This indicator is not being scored	This indicator is not being scored	This indicator is not being evaluated
6.	CEILING INDICATOR	<p>Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balance exceed 75 days of operational expenditures?</p> <p>(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)</p> <p>Additional Information: GPISD has a solid fund balance.</p>	This indicator monitors significant Fund Balance declines over a 3-year running average / calculates whether or not the district has at least 75 days (about 2.5 months) of operational expenditures in fund balance.	Ceiling Indicator (if fail, max pts can receive = 89 pts)	Ceiling Passed	Ceiling Passed
7.		<p>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 acquisitions and construction)?</p> <p>Additional Information: GPISD had 200.4847 days of cash on hand at the end of the fiscal year ending 8/31/2022, which exceeds the 90 day threshold for 10 pts.</p>	This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?	10 points max	10	10
8.		<p>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?</p> <p>Additional Information: GPISD's ratio is 3.2283.</p>	This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?	10 points max	10	10
9.		<p>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?</p> <p>Additional Information: GPISD had 200.4847 days of cash on hand which exceeds the 60 day requirement option.</p>	This indicator simply asks, "Did you spend more than you earned?" (the school district will automatically pass this indicator, if the school district had at least 60 days cash on hand.	10 points max	10	10
10.		<p>Did the school district average less than a 10 percent variance (90%-110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?</p> <p>Additional Information: This indicator is controversial because the Fall PEIMS revenue budget is typically the district's initial budget when student ADA, tax collections, T2 values, etc. are an unknown. It implies a district can magically know all revenue variables before students show up in August, before values are solidified, and before T2 values are known.</p>	This indicator compares the budget submitted via Fall PEIMS to the district's actual General Fund Revenues.	10 points max	10 This indicator is not being scored	10 This indicator is not being evaluated, but TEA gave the max points

11.		<p>Was the ratio of long term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</p> <p>Additional Information: GPISD 's score was .5861 which is below TEA's .60 which allowed the district to earn 10 points.</p>	This indicator calculates points using a scoring range.	10 points max	8	10
12.		<p>What is the correlation between future debt requirements and the district's assessed property value?</p> <p>Additional Information: GPISD's debt to property value ratio is 4.002.</p>	This indicator asks about the school district's ability to make debt principal and interest payments that will become due during the year. Did you meet or exceed the target amount in School FIRST?	10 points max	8	8
13.		<p>Was the school district's administrative cost ratio equal to or less than the threshold ratio?</p> <p>Additional Information: GPISD's Admin Cost Ratio at fiscal year end is .0655 which is under TEA's cap of .0855.</p>	This indicator measures the percentage that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts your size?	10 points max	10	10
14.		<p>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.)</p> <p>Additional Information: GPISD adjusts staffing according to enrollment changes.</p>	If the school district had a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)	10 points max	10	10 <i>This indicator is not being evaluated, but TEA gave the max points</i>
15.		<p>Was the school district's actual 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?</p> <p>Additional Information: GPISD certified the state's pupil projection for the 2021-2022 + 2022-2023 biennium.</p>	TEA projects ADA, etc. for each biennium. School districts can either accept the TEA projection or submit changes to the TEA projection. This Indicator attempts to control over and under projecting on the part of the district; however, new submission rules complicated this indicator and there are still kinks to work out.	5 points max	5 <i>This indicator is not being scored</i>	5 <i>This indicator is not being evaluated, but TEA gave the max points</i>
16.	CEILING INDICATOR	<p>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 the district may receive is 89 points. B = Above Substandard Achievement.)</p> <p>Additional Information: GPISD's percent of differences did not exceed the School FIRST cap.</p>	This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up". If the difference in numbers reported in any fund type is 3 percent or more, your district "fails" this measure.	Ceiling Indicator (if fail, max pts can receive = 89 pts)	Ceiling Passed	Ceiling Passed
17.	CEILING INDICATOR	<p>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness). (If a school district fails Indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</p> <p>Additional Information: Failing this Indicator caps the rating a district can receive at 79 points or a C.</p>	A clean audit of your Annual Financial Report would state your district has no material weaknesses in internal controls. Any internal control weaknesses create a risk of your District not being able to properly account for its use of public funds and should be immediately addressed.	Ceiling Indicator (if fail, max pts can receive = 79 pts)	Ceiling Passed Auditor answers on L-1 in audit	Ceiling Passed Auditor answers on L-1 in audit

18.		<p>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.)</p> <p>Additional Information: <i>Weaver & Tidwell, the District's independent auditors, indicates no material weaknesses in internal controls for use of public and grant funds.</i></p>	A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds and should be immediately addressed.	10 points max	10 Auditor answers on L-1 in audit	10 Auditor answers on L-1 in audit
19.		<p>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?</p> <p>Additional Information: <i>GPISD complies with all required postings and timelines.</i></p>	This new indicator supports financial transparency initiatives.	5 points max	5 Auditor answers on L-1 in audit	5 Auditor answers on L-1 in audit
20.	CEILING INDICATOR	<p>Did the school district's administration and school board members discuss any changes and/or impact to local, state, federal funding at a board meeting within 120 days before the district adopted its budget?</p> <p>Additional Information: <i>The Board was presented and reviewed the District's 2021 Property Values at the August 5, 2021 board meeting in a separate agenda item in order to comply with this requirement.</i></p>	This new indicator requires board exposure to its property values.	Ceiling Indicator (if fail, max pts can receive = 89 pts)	Ceiling Passed Auditor answers on L-1 in audit	Ceiling Passed Auditor answers on L-1 in audit
Total Score				100	96	98



DISCLOSURES

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30 or August 31, 2022

Description of Reimbursements	Superintendent	Brooks	Carrillo	Espinosa	Hall	King	Liles	Parra	Moffitt	Total
	Ellis									
Meals				\$ 56.19				\$ 80.76	\$ 55.93	\$ 192.88
Lodging			\$ 888.50	\$ 562.92			\$ 449.29	\$ 974.41		\$ 2,875.12
Transportation			\$ 1,087.61	\$ 459.74			\$ 322.92	\$ 1,038.51	\$ 515.49	\$ 3,424.27
Motor Fuel										\$ -
Other	\$ 2,487.00		\$ 774.00	\$ 496.81			\$ 910.00	\$ 2,000.00	\$ 2,000.00	\$ 8,667.81
Total	\$2,487.00	\$0.00	\$2,750.11	\$1,575.66	\$0.00	\$0.00	\$1,682.21	\$4,093.68	\$2,571.42	\$15,160.08



DISCLOSURES

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

For the Twelve-Month Period
Ended June 30 or August 31, 2022

Name(s) of Entity(ies)

Amount Received

\$

Total

\$0.00



DISCLOSURES

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

For the Twelve-Month Period
Ended June 30 or August 31, 2022

	Superintendent Ellis	Brooks	Carrillo	Espinosa	Hall	King	Liles	Parra	Moffitt
Total	\$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 for local officials.



DISCLOSURES

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30 or August 31, 2022

	Brooks	Carrillo	Espinosa	Hall	King	Liles	Parra	Moffitt
Amounts	\$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 disclosed in the summary schedule of reimbursements received by board members.

**GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT
LINDA ELLIS**

THIS AGREEMENT is by and between the Board of Trustees (the "Board") of the Grand Prairie Independent School District (the "District") and LINDA ELLIS (the "Superintendent") (this "Contract").

W I T N E S S E T H:

For and in consideration of the terms hereinafter established and pursuant to Section 11.201 (b) of the Texas Education Code ("Code"), the Board and the Superintendent do hereby agree as follows:

I. TERM

- 1.1 Employment. 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. This Contract was approved by the Board at a called meeting on January 26, 2023. Superintendent's employment as Superintendent under this Contract shall be effective from July 1, 2022 through June 30, 2027. The Board hereby expressly waives any policy, including but not limited to BJC (LOCAL), concerning the length of the term of this Contract. 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 law.
- 1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

II. EMPLOYMENT

- 2.1 Duties. The Superintendent is the education leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by law, in the job description for the Superintendent, and as may be assigned by the Board. The Superintendent shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt 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 Texas Education Agency and all other certificates required by law or a valid waiver of same.
- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without her 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 the

Superintendent's Contract or evaluation; the appointment, evaluation, duties, or discipline of or complaints or charges against individual Board members; or any other closed session item to which the Board feels that the Superintendent's attendance is not necessary.

- 2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 2.6 Outside Compensation. The Superintendent may engage in teaching, writing, speaking, and other engagements with third parties outside the District for additional compensation to the Superintendent, upon prior notice to the Board of Trustees, when the engagement does not present an actual or potential conflict of interest with the District or interfere with the Superintendent's performance of her duties to the District.
- 2.7 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract, so that any claim, suit, etc., filed after termination of this contract but applicable to a time the Superintendent was employed by the District, will be covered by this section.
- 2.8 Representations. As represented during the superintendent search process, the Superintendent reaffirms the following representations:
- 2.8.1 The Superintendent represents that she has disclosed to the Board, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition of this Contract.
- 2.8.2 The Superintendent agrees that, during the term of any Contract with the District, she will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent agrees to provide such notification within seven calendar days, or any shorter period specified in policy of the Board.

2.8.3 The Superintendent represents that any required records or information provided in her resume and other materials submitted by the Superintendent to the Board in support of her consideration for the position of Superintendent are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the resume and supporting materials may be grounds for termination or nonrenewal, as applicable.

III. COMPENSATION AND BENEFITS

3.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for her service for each year. The Superintendent's annual salary under this Contract shall be \$320,000.00.

3.1.1 For each point the District's numerical grade under the current state accountability system the grade increases to a maximum of a score of 90, the Superintendent shall receive a bonus of \$8,500.00 per point over the course of her tenure. From year to year, the Superintendent will not receive a bonus for points already obtained.

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 as permitted by law, but in no event shall the Superintendent be paid less than the salary paid to the Superintendent for the previous twelve (12) months prior to any such adjustment in salary, except by the mutual agreement of the parties hereto. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. Furthermore, the Superintendent's salary shall be automatically increased on July 1st of each year during the term of this Contract by an amount equal to the highest percentage raise given to District employees, if any.

3.3 Expenses. The District shall pay or reimburse the Superintendent, in accordance with applicable Board policies or otherwise with prior approval of the Board, for reasonable actual expenses incurred by the Superintendent, including expenses for out-of-town travel, in the continuing performance of her duties under this Contract.

3.4 Insurance. The District shall make available to the Superintendent and her family, if eligible and insurable, group health, hospitalization, vision, and dental coverages available to other employees of the District.

3.5 Allowances. The District shall pay the Superintendent, for travel within the District, in addition to her salary, an automobile allowance in such amount as the Board approves in the annual budget, but in no event shall the Superintendent be provided an automobile allowance in an amount less than the Superintendent was provided over the previous twelve (12) months. The travel allowance under this Contract shall be Eight Hundred Dollars (\$800.00) per month.

- 3.6 Vacation. Superintendent shall be entitled to twenty ("20") days of vacation leave, with no more than 10 taken consecutively, and in accordance with current District operating policy applicable to other administrators, to be used within the Superintendent's discretion as long as such use does not interfere with the carrying out of her duties and obligations as Superintendent of the District. The Superintendent may accumulate accrued vacation days for periods in excess of that provided in operating policy upon request and approval by the Board. On or before July 15th of each year, up to ten (10) accrued and unused vacation days as of June 30th of each year of the term of the Contract shall be paid to the Superintendent as a single taxable lump-sum payment at the Superintendent's then current daily rate of pay as calculated on a 226-work day calendar.
- 3.7 Business and Technology Allowance. The District shall provide the Superintendent with a Business and Technology Allowance in the sum of One Thousand Dollars (\$1,000.00) per month for the business, technology, and telecommunications expenses that may be incurred by the Superintendent in the performance of her duties but that are not directly reimbursed by the District. The Superintendent shall maintain a personal account for any technology and communications services and shall not open an account in the name of the District and shall have total responsibility for payment of her personal accounts.
- 3.8 Professional Growth. The Superintendent shall devote her 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 her 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 her 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 her to attend such seminars, courses or meetings, with notice to and approval of the Board. The District does hereby agree to provide in the District's budget during the term of the Contract for the benefit of the Superintendent, a professional development budget to be used for registration, travel, meals, lodging, and other related education expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and the American Association of School Administrators, as well as other memberships, with the Board's approval, as necessary to maintain and improve the Superintendent's professional skills.
- 3.9 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The reasonable actual dues expense of such activities, subject to Board approval, shall be borne by the District.
- 3.10 Supplemental Retirement Plan Contribution. The District agrees to make an annual contribution for the Superintendent to a Supplemental Retirement Plan (the "Retirement Plan"), as defined herein, in an amount equal to TEN THOUSAND DOLLARS (\$10,000.00), to be paid on June 30th, or the last contract day of each year included in this Contract. The

Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code") and/or a plan established under Section 457(b) of the Code. The 403(b) plan shall be established as an employer-paid plan with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan and/or 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan and/or 457(b) plan shall be invested in such investment vehicles as are allowable under Code for applicable type of plan. The Superintendent shall have sole discretion as to (1) the service providers for the Supplemental Retirement Plan, within the provisions of the laws of the State of Texas, and (2) how the funds in the Supplemental Retirement Plan are invested. The Superintendent shall at all times be 100% vested in her account under the Supplemental Retirement Plan. Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code. Any contributions by the District that exceed all contribution limits for the Supplemental Retirement Plan shall be carried forward to the next calendar year and shall be made to the Supplemental Retirement Plan in the order specified herein.

- 3.11 Retirement Benefit. Upon retirement from the District, the Superintendent shall be paid her daily rate of pay for all accumulated state and local days, up to eighty (80) days, with an additional 10 days added each year of the term of the Contract with an amount not to exceed 100 days.
- 3.12 Teacher Retirement System of Texas. For performance of Superintendent duties, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"), in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent beginning on January 28, 2021 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 IRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" to TRS, to the extent permitted by the IRS and law.

IV. ANNUAL PERFORMANCE GOALS

- 4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The final annual goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in paragraph 2.1.
- 5.2 Confidentiality. 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 instrument with their respective legal counsel.
- 5.3 Evaluation Format and Procedure. The evaluation instrument, format and procedure shall be in accordance with the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified, such modification must be adopted at least one (1) year prior to its implementation.

VI. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

VII. TERMINATION OF EMPLOYMENT CONTRACT

- 7.1 Mutual Agreement. This contract may be terminated by the mutual agreement of the Superintendent and the Board, upon such terms and conditions as may be mutually agreed upon.
- 7.2 Retirement or Death. This contract shall be terminated upon the retirement or death of the Superintendent.
- 7.3 Dismissal for Good Cause. Pursuant to Section 21.212(d) of the Texas Education Code, the Board may dismiss the Superintendent at any time for good cause as determined by the Board.
- 7.4 Termination Procedure. In the event the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

VIII. MISCELLANEOUS

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Dallas County, Texas.
- 8.2 Complete Agreement. This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.

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

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

EXECUTED this 26th day of January, 2023.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT



Gloria Carrillo, President
Emily Liles, Vice President

1/26/23
Date



Bryan Parra, Secretary

1/26/23
Date

SUPERINTENDENT



Linda Ellis

1/26/23
Date