Financial Integrity Rating System of Texas (FIRST)
Current & Prior Year Ratings
Midway ISD

	Rating Year	2022		2023		2024		2025		2026	
	Fiscal Year Included	2020-21		2021-22		2022-23		2023-24		2024-25	
	Rating	*Superior*		*Superior*		*Superior*		*Superior*		*Superior*	
	Indicator	Result	Measure	Result	Measure	Result	Measure	Result	Measure	Result	Measure
	Indicator Description										
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?	Y		Y		Y		Y		Y	
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.)	Y		Y		Y		Y		Y	
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.)	Y		Y		Y		Y		Y	
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?	Y		Y		Y		Y		Y	
5	Was the total net position in the governmental activities column in the Statement of Net Position greater than zero?	Y		Y		Y		Y		Y	
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.)	Y		Y		Y		Y		Y	
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)? (>=90, 10 pts)	10	3.84% 151.2538	10	4.35% 132.1772	10	3.48% 109.9185	10	5.79% 129.1467	10	8.70% 131.5387
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (>=3.00, 10 pts)	10	6.0863	10	3.0878	8	2.7859	8	2.8369	8	2.5442
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	Rev exceed exp by 1.04%	10	Rev exceed exp by 0.29%	10	Days Cash on Hand 109.9185	10	Rev exceed exp by 5.42%	10	Rev exceed exp by 0.92%
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?	N/A		N/A		N/A		N/A		10	4.88%
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.	8	LT liabilities are 68.4% of Total assets	8	LT liabilities are 61.79% of Total assets	8	LT liabilities are 63.68% of Total assets	10	LT liabilities are 59.65% of Total assets	10	LT liabilities are 57.05% of Total assets
12	Was the debt per $100 of assessed property value ration sufficient to support future debt repayments? (<=4, 10 pts)	10	3.7053	10	3.1881	10	2.5202	10	2.1382	10	1.9193
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (<=0.10, 10 pts)	10	0.0947	8	0.1028	10	0.0981	8	0.107	N/A	
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	-5.00%	N/A		10	-4.75%	10	-4.89%	10	0.60%
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? (<=0.10, 5 pts)	N/A		N/A		N/A		5	-0.0156	5	-0.043
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 opints, B = Above Standard Achievement.)	Y		Y		Y		Y		Y	
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? (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.)	Y		Y		Y		Y		Y	
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?	10		10		10		10		10	
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statues, laws and rules that were in effect at the school district's fiscal year end?	5		5		5		5		5	
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.)	Y		Y		Y		Y		Y	
	Total Points	98		96		96		96		98	

Determination of District Rating

A. Substandard if the district answered No to indicators 1, 2, 3, or 4

		RATING SUPERIOR
B.	Ratings	Ratings for 2026
	Superior	90-100
	Above Standard	80-89
	Meets Standard	70-79
	Substandard Achievement	<70

Midway ISD

School FIRST Annual Financial Management Report

For the Twelve-Month Period Ended August 31, 2025

Reimbursements Received by the Superintendent and Board Members

Description of Reimbursements	Superintendent C. Allen	Board Member J. Green	Board Member C. Witt	Board Member P. Rusek	Board Member R. Tullis	Board Member S. Vick	Board Member P. Watts	Board Member B. Alford
Meals	$117	$36	$36	$36	$36	$36	$77	$36
Lodging	$1,803	$574	$574	$574	$574	$574	$1,489	$574
Transportation	$351				$190		$385	$0
Registrations, Dues & Other	$490	$392	$392	$392	$392	$482	$657	$392
Total	$2,762	$1,002	$1,002	$1,002	$1,192	$1,092	$2,608	$1,002

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

Date	
	$ -

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)

	Superintendent C. Allen	Board Member J. Green	Board Member B. Alford	Board Member C. Witt	Board Member P. Rusek	Board Member R. Tullis	Board Member S. Vick	Board Member P. Watts
Total	$0	$0	$0	$0	$0	$0	$0	$0

Business Transactions Between School District and Board Members

	Board Member J. Green	Board Member B. Alford	Board Member C. Witt	Board Member P. Rusek	Board Member R. Tullis	Board Member S. Vick	Board Member P. Watts
Amounts	$0	$0	$0	$0	$0	$0	$0

Midway ISD

School FIRST Annual Financial Management Report

Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822

General Fund - First-Quarter Expenditures By Object Code

Report **2025-2026 first-quarter** (**first three months** of fiscal year 2025-2026) GENERAL FUND expenditures by object code using whole numbers.

Payroll-	Expenditures for payroll costs	object codes 6110-6149	$ 19,862,547
Contract Costs-	Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	$ 1,800,610
Supplies and Materials-	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	$ 1,700,419
Other Operating-	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	$ 1,328,958
Debt Service-	Expenditures for debt service	object code series 6500	$ -
Capital Outlay-	Expenditures for land, buildings, and equipment	object code series 6600	$ 282,696
			$ 24,975,230

Additional Financial Solvency Questions

	Yes	No
Within the last two years, did the school district 1) draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and		X
2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?		X
2) Has the school district declared financial exigency within the past two years?		X

Midway ISD

School FIRST Annual Financial Management Report

Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822

3) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, or any significant discrepancies between actual budget figures and projected revenues and expenditures, or any other information that may be helpful in evaluating the school district's financial solvency.

N/A

4) How many superintendents has your school district had in the last five years? 2

5) How many business managers has your school district had in the last five years? 1

Superintendent Term Contract
As Amended by Board Action on April 21, 2026

This Contract is entered into between the Board of Trustees (the "Board") of Midway ISD (the "District") and Dr. Chris Allen (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, for a period of five (5) years beginning February 1, 2023 and ending January 31, 2028. Board action taken on April 21, 2026 extended the contract term until January 31, 2031. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. 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.

2. **Certification.** The Superintendent agrees to hold and maintain the required certification (for a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law) throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

3. **Representations.** The Superintendent makes the following representations:

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

   3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three calendar days of the event or any shorter period specified in Board policy.

   3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

4. **Duties and Review of Performance.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent. The Superintendent agrees to perform his duties as follows:

4.1 **Family:** The Board and Superintendent value family and place this as a top priority for the Superintendent. While there are many important components of the job, ensuring strong family bonds and placing emphasis on being visible and involved in the role of 'dad' and 'husband' supersede the others. The Board feels that this also translates to higher job performance and satisfaction, both directly and indirectly. The Superintendent will take time for his family and, when possible, prioritize family events/needs above less urgent appearances and interactions.

4.2 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.3 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, applicable state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.4 **Consultant Activities:** So long as the activities occur only during scheduled vacation time and are otherwise in accordance with Texas law, the Superintendent may serve as a consultant or engage in other outside activities for compensation or honoraria.

4.5 **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to 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 Contract or the Superintendent's salary and benefits as set forth in this 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. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

4.6 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive 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 action.

4.7 **Development of District 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 Board agrees to work with and support the Superintendent in achieving the District Goals.

4.8 **Review of Performance**

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 the Superintendent's job description.

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.

Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. 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.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:** The District shall pay the Superintendent an annual salary of TWO HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS ($273,000.00).The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of

a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2. **Insurance:** The District shall pay the premiums for hospitalization and major medical insurance coverage for the Superintendent and his dependents pursuant to the same group health care plan provided by the District for other school employees.

5.3 **Other Benefits:** The District shall provide benefits to the Superintendent as required by state law and Board policies. The Board reserves the right to amend its Board policies at any time during the term of this Contract to reduce or increase the benefits required by Board policy, at the Board's sole discretion.

5.4 **Automobile/Automobile and Other Expenses:** The Superintendent shall maintain liability insurance for his car of not less than the amount of $250,000/$500,000/$100,000. The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District also agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the Region 12 Education Service area; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, mileage, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. The Superintendent may be reimbursed for travel outside the District at the District's approved reimbursement rate for travel on District business.

5.5 **Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, shall be borne by the District.

5.6 **Professional Organizations:** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.

5.7 **Residence in District:** As a condition of employment with the Midway Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District; provided, however, the requirement for the Superintendent to reside within the geographic boundaries of the District shall begin on July 1, 2023 and apply and continue from that date forward while employed by the District.

5.8 **Vacation, Holidays, and Leave Benefits:** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, 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. The Superintendent shall observe the same legal holidays provided by Board policies for administrative employees on twelve month-contracts. The Superintendent is hereby granted the same sick and personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. All accrued, but unused personal leave days and vacation days (non-duty days) shall carry over to the same extent that those days carry over for administrators on twelve-month contracts.

5.9 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

5.10 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter I 02, 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, with conscious indifference or reckless disregard; 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, and this Contract, if applicable. To the extent this Section 5.12 exceeds the authority provided and

limitations imposed by the Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 5.12 shall survive the termination of this Contract.

5.11 **Personal Protection.** The District shall, at its expense, provide the Superintendent with such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears in danger due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police/sheriff's department of the appropriate governmental authority having jurisdiction in the District.

6. **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause.

7. **Termination and Nonrenewal of Contract.**

7.1 **Termination of Contract:** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.

7.2 **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.

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

7.4 **Termination/Dismissal for Good Cause.** The Board may terminate this Contract and dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

(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) Willful failure to comply with written Board Policies or District 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;

U) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

(k) Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;

(l) Immorality, which is conduct 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 material facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to fulfill requirements for superintendent certification;

(q) Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or

(r) Any other reason constituting "good cause" under this Contract and/or Texas law.

7.5 **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.

7.6 **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.

8. **General Provisions.**

8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties, except as expressly provided herein.

8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that the venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

8.5 **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.

8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

8.7 **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.

8.8 **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.

9. **Notices.**

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

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

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

Superintendent: Chris Allen

Date Signed: April 23, 2026

By: Susan Vick
President, Board of Trustees

Date Signed: April 23, 2026