



Superior Achievement
Rating for 2024-2025



**FISCAL MANAGEMENT
& FINANCIAL CONDITION**

Texas Education Agency

Dr. Joshua Garcia, Superintendent
Grant Miller, Chief of Finance and Operations



Dr. Joshua Garcia
Superintendent

Dr. Jeff Roberts
*Assistant Superintendent
Human Resources &
Student Services*

Amy Keith
*Assistant Superintendent
Curriculum, Instruction, &
Accountability*

Grant Miller
*Chief of Finance &
Operations*



The Board of Trustees and Taxpayers of Kaufman ISD:

The 2024-2025 FIRST Rating is being presented for your information. FIRST stands for Financial Integrity Rating System of Texas. It is the annual rating performed by the Texas Education Agency to test the financial performance of school districts as required by Title 19, Texas Administrative Code, Section 109. This rating is based on school year 2023-2024 data.

The purpose of the financial accountability rating system is to ensure that school districts are held accountable for the quality of their financial management practices and achieve improved performance in the management of their financial resources. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.

Districts are assigned one of two statuses: Passed or Failed, and one of four achievement ratings: Superior, Above Standard, Meets Standard, or Substandard. Kaufman ISD received a “Passed” status and a “Superior Achievement” rating. This marks the 23rd consecutive year that KISD has received the highest possible FIRST status and rating.

We feel that reaching the highest possible FIRST rating is significant, due to the complexity of accounting associated with the Texas school finance system. The Schools FIRST accountability rating makes sure that Texas school districts are accountable, not only for student learning, but also for achieving these results cost-effectively and efficiently. The information provided by the Schools FIRST system will guide us in our continued efforts to make the most of each taxpayer dollar.

Respectfully submitted,

Grant Miller
Chief of Finance and Operations

RATING YEAR **2024-2025**DISTRICT NUMBER **district #****Select An Option****Help****Home**

Financial Integrity Rating System of Texas

2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

Name: KAUFMAN ISD(129903)		Publication Level 1: 8/8/2025 12:54:09 PM	
Status: Passed		Publication Level 2: 8/8/2025 4:49:42 PM	
Rating: A = Superior Achievement		Last Updated: 8/8/2025 4:49:42 PM	
District Score: 94		Passing Score: 70	
#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	4/23/2025 6:09:52 PM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	4/23/2025 6:09:52 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	4/23/2025 6:09:52 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	4/23/2025 6:09:52 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	<u>Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:52 PM	Ceiling Passed
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:52 PM	Ceiling Passed

7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:52 PM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:52 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:52 PM	10
10	This indicator is not being evaluated.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</u>	4/23/2025 6:09:52 PM	10
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	4/23/2025 6:09:52 PM	4
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:52 PM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	4/23/2025 6:09:52 PM	10
15	<u>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? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:52 PM	5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:52 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	4/23/2025 6:09:52 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	4/23/2025 6:09:52 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	4/23/2025 6:09:52 PM	5
20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	4/23/2025 6:09:52 PM	Ceiling Passed
21	<u>Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?</u>	4/23/2025 6:09:52 PM	Ceiling Passed
			94 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			94 Score

DETERMINATION OF RATING

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

CEILING INDICATORS

Did the school district meet the criteria for any of the following ceiling indicators 4, 5, 6, 16, 17, 20, or 21? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.		
Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 5 (Total Net Position) - Negative total net position and do not have 7% or more or 1.000 or more increase in growth in students in membership over 5 years.	79	C = Meets Standard Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) - Response to indicator is <i>Yes</i> .	70	C = Meets Standard Achievement

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THE **TEXAS EDUCATION AGENCY**
1701 NORTH CONGRESS AVENUE • AUSTIN, TEXAS, 78701 • (512) 463-9734

FIRST 5.15.11.0

School FIRST Annual Financial Management Report



Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(o). Effective 8/6/2015.

Superintendent's Current Employment Contract

attached

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2024

Description of Reimbursements	Dr. Josh Garcia	Byron Gregg	Casey Townsend	Drew Peterson	Elizabeth O'Donnell	Christine Borders	Lindsey Abell	Linda Mott
Meals	\$10.55	\$291.08	\$0.00	\$0.00	\$0.00	\$16.22	\$0.00	\$0.00
Lodging	\$0.00	\$4,836.70	\$1,047.32	\$623.93	\$0.00	\$1,881.19	\$623.93	\$0.00
Transportation	\$532.86	\$0.00	\$0.00	\$36.81	\$0.00	\$90.48	\$273.00	\$0.00
Motor Fuel	\$0.00	\$146.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$135.00	\$0.00
Total	\$543.41	\$5,274.33	\$1,047.32	\$660.74	\$30.00	\$1,987.89	\$1,031.93	\$0.00

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

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

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

For the Twelve-Month Period
Ended August 31, 2024

Name(s) of Entity(ies)	Received
	\$0.00
Total	\$0.00

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

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 August 31, 2024

	Dr. Josh Garcia	Byron Gregg	Casey Townsend	Drew Peterson	Elizabeth O'Donnell	Christine Borders	Lindsey Abell	Linda Mott
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note - An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2024

	Dr. Josh Garcia	Byron Gregg	Casey Townsend	Drew Peterson	Elizabeth O'Donnell	Christine Borders	Lindsey Abell	Linda Mott
Total	\$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.

STATE OF TEXAS §
COUNTY OF KAUFMAN §

The **BOARD OF TRUSTEES** ("Board") of the **KAUFMAN INDEPENDENT SCHOOL DISTRICT** ("KISD") and **DR. JOSHUA GARCIA** ("Superintendent"), pursuant to Section 11.201 of the Texas Education Code, agree to the following terms and conditions of employment as Superintendent for KISD.

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term beginning on July 1, 2024 and ending on June 30, 2027 (three-year contract).
- 1.2 KISD may, by action of the Board and with the consent of the Superintendent, extend the term of this contract. Failure to extend shall not constitute nonrenewal.
- 1.3 The Board has not adopted any policy, rule, regulations, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

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 KISD, as prescribed in the job description and as may be assigned by action of the Board, and shall comply with all Board directives, state and federal law, District policy, rules, and regulations as they exist and may hereafter be amended.

2.1a Specifically, it shall be the duty of the Superintendent to:

- (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the KISD and for the annual performance appraisal of the KISD staff;

- (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.
- (3) Make recommendations regarding selection of KISD personnel, subject to Board approval.
- (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
- (5) Manage the day-to-day operations of KISD as its chief executive office and chief administrator.
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the KISD for the following fiscal year.
- (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
- (8) Develop appropriate administrative regulations to implement adopted policies.
- (9) Provide leadership for the attainment of student performance based on the State Accountability System and other indicators adopted by the Board of Trustees of KISD.
- (10) Organize the District's central administration.

The Superintendent Shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor and attention to his employment and the performance of these duties during the term of this contract.

- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by the KISD hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency of the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction of a felony or any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
- 2.4 *Board meetings.* The Superintendent shall attend all meeting of the Board; both open to the public and closed. The Superintendent generally may be excluded for all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment term contract, the Superintendent's salary and benefits as set forth in this term contract, and the Superintendent's evaluation.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by members of the public.
- 2.6 *Indemnification.* To the extent it may be permitted to do so by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claim, suits, actions, judgments, expenses and attorney's 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, suit, 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.* KISD shall provide the Superintendent with an annual salary of \$238,500.00 beginning on July 1, 2024. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Texas Teacher Retirement System.* The District shall supplement the Superintendent's annual salary by an amount equal to one hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning July 1, 2024 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent's duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement 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.
- 3.3 *Insurance.* KISD shall pay the same amount to provide the health and medical insurance as is available to all KISD employees.
- 3.4 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the payroll cycle following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued. At any time during the term of this agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent salary be less than the salary set forth in section 3.1 of this Agreement.
- 3.5 *Vacation, Holidays, Leave Benefit.* Subject to the Board's approval of the scheduling, the Superintendent may take the same number of days of vacation as are authorized by Board policy for administrative employees on 12-month contracts. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent shall be subject to the leave policies for administrative employees on 12-month contracts.
- 3.6 *Longevity Incentive Compensation.* In accordance with the Board's goal of encouraging continuity of leadership within the District, the Superintendent shall receive additional compensation in the amount of \$2,000.00 if he remains employed by KISD as Superintendent on September 1, 2024. Thereafter, the Superintendent shall receive additional longevity incentive compensation in the amount of

\$2,000.00 per contract year if he remains employed by KISD as Superintendent on July 1 of that year. Such additional longevity incentive compensation shall be paid in equal monthly installments over the course of the following year, and shall be reported as “creditable compensation” by the District for TRS purposes, to the extent permitted by TRS. In the event the District terminates this contract for any reason subsequent to an eligibility date for longevity compensation, but prior to the completion of payments for that compensation, the District shall remit the remaining balance to the Superintendent in a single lump sum payment. In the event the Superintendent voluntarily resigns subsequent to an eligibility date for longevity incentive compensation, but prior to the completion of payments for that compensation, any remaining payments will be waived. The Superintendent shall not be entitled to receive any longevity incentive compensation for any year in which he is not employed as Superintendent on July 1 of that year.

- 3.7 *Performance Compensation.* In accordance with Sections IV and V of this contract, at any time prior to the end of each contract year, the Board shall evaluate the continuing performance of the Superintendent and communicate mutually acceptable goals for the next contract year or evaluation period. The Board may award the Superintendent an annual lump sum performance compensation payment in an amount not to exceed \$5,000.00 once per contract year.

IV. Annual Performance Goals

- 4.1 *Development Goals.* The Superintendent shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the KISD including goals approved as part of the District Improvement Plan. The 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 term contract. The evaluation and assessment shall be reasonable related to the duties of the Superintendent as enumerated in District Policy, or goals developed jointly between the Board and the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in a closed meeting.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

VI. Renewal or Nonrenewal of Term Contract

- 6.1 *Renewal/Nonrenewal.* Renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that “loss of confidence in the Superintendent by the Board” shall be valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code, and this reason is made a part of the Board’s policy for nonrenewal of the Superintendent’s employment by reference. “Loss of confidence in the Superintendent by the Board” shall be defined as a vote of “no confidence” passed by a majority of the Board plus one (1) member.
- 6.2 *Notice.* If a majority of the Board determines that the Superintendent’s contract should be considered for nonrenewal, the Board shall give the Superintendent written notice, containing reasonable notice of the reason(s) for the proposed nonrenewal, not later than the thirtieth (30) day before the last day of the contract term.
- 6.3 *Hearing.* The Superintendent may request a hearing on the proposed nonrenewal by notifying the Board of such request not later than 15 days after receipt of the notice. The hearing shall be conducted in accordance with rules adopted by the Board. At the hearing, the Superintendent may be represented by a person of his choice, hear the evidence supporting the reason(s) for nonrenewal; cross-examine the witnesses, and present evidence.
- 6.4 *Appeal.* If the Superintendent is aggrieved by the Board’s decision, he may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.3 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause. The following are examples of conduct and situations which may constitute “good cause”, but the term is not limited in meaning by this list:

- (1) Failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstance;
- (2) Any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship, including without limitation any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety or one or more students or employees;
- (3) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies or KISD administrative regulations, such that the needs of students or the effective operation of a campus or ISD are compromised;
- (4) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
- (5) Neglect of duties;
- (6) Drunkenness or excessive use of alcoholic beverages;
- (7) Illegal use of drugs, hallucinogens, other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (8) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (9) Failure to meet the KISD's standards of professional conduct;
- (10) Failure to comply with reasonable KISD professional development requirements;
- (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

- (12) Immorality which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the KISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (13) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent;
- (14) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;
- (15) Assault on an employee or student;
- (16) Falsifying records or documents related to the KISD's activities;
- (17) Misrepresentation of facts to the Board or other KISD officials in the conduct of the KISD's business; or
- (18) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause" the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

- 8.1 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership in such activities is subject to Board approval and shall be borne by the District.
- 8.2 *Outside Consulting.* With the prior knowledge and approval of the Board President, the Superintendent may engage in outside consulting activities, provided that time devoted to outside consulting does not interfere with the performance of duties and responsibilities under this Contract.

- 8.3 *Professional Organizations.* The cost of membership in two professional organizations shall be borne by the District.
- 8.4 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas, without regard to any choice of laws provisions contained therein, and shall be performed in Kaufman County, Texas, unless otherwise provided by law. Venue for any dispute under this contract shall be proper exclusively in a court of competent jurisdiction in Kaufman County, Texas.
- 8.5 *Complete Agreement.* This term contract embodies the entire understanding and agreement between the parties, and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting.
- 8.6 *Conflict.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.7 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

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SIGNATURES FOLLOW ON THE NEXT PAGE.]

EXECUTED in the City of Kaufman, County of Kaufman, and State of Texas, this 12
day of August, 2024, pursuant to unanimous action of the Board of
Trustees at a meeting held on July 25, 2024, for which there was a
properly posted agenda that included an item related to employment of the Superintendent.

SUPERINTENDENT

Dr. Joshua Garcia
Dr. Joshua Garcia

8/9/2024
Date

KAUFMAN INDEPENDENT SCHOOL DISTRICT

BY: [Signature]
Drew Peterson, President, Board of Trustees

8/12/24
Date

ATTEST: Linda Mott
Linda Mott, Secretary, Board of Trustees

8/12/24
Date

It is the policy of the Kaufman Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.