



HORNETS

ERA INDEPENDENT SCHOOL DISTRICT

FIRST

Financial Integrity Rating System of Texas



2018 School FIRST Report

December 17, 2018
6:00 PM



Financial Accountability Rating System

History & Purpose:

- ❖ FIRST (Financial Integrity Rating System of Texas) was originated by SB 875 in the 76th Legislature in 1999 with the intent to expand the public education accountability system in Texas to the financial services area.
- ❖ The primary goal is to improve management of school district financial resources.
- ❖ The system measures and reports allocations of financial resources for direct instructional purposes, evaluates the quality of financial management decisions and reports the result to the general public.



Scoring for RATINGS

- ❖ Based on 2016-17 fiscal year data
- ❖ Based on 15 indicators
- ❖ Range of scores for the 15 indicators

A = Superior	90-100
B = Above Standard	80-89
C = Meets Standard	60-79
F = Substandard Achievement	<60

ERA ISD rating B = Above Standard 84



Era ISD

Indicator #1

Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?

YES = passed



Indicator #2.A

Was there an unmodified opinion in the AFR on the financial statements as a whole?

Era ISD

YES = passed



Era ISD

Indicator #2.B

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?

YES = passed



Indicator #3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

Era ISD

YES = passed



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Indicator #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?

YES = passed

Indicator #5



Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the government 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.)

YES = passed

2017 Total Students-468

membership only increased by

2013 Total Students-450

0.04% \geq 0.07%, **but**

Era ISD

Total Unrestricted Net Position Balance	551,032
Accretion of Interest for Capital Appreciation Bonds	+163,788
Net pension Liability	+791,093
	1,505,913 > 0

Net Asset balance was greater than 0

Indicator #6

Was the number of days of cash on hand and current investments in the general fund for this school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

4 points



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Cash & Equivalents +
Current Investments

\$706,153

÷

Facilities Acquisition &
Construction

\$4,340,604

x

365

=

59.3802
days

Determination of Points – Days

10

> =90

8

< 90 >=75

6

< 74 >=60

4

< 60 >=45

2

< 45 >=30

0

< 30

Indicator #7

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

10 points



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Current Assets

Current Liabilities

\$2,477,393

÷

\$564,693

=

4.3872 ratio

Determination of Points – Ratio

10

8

6

4

2

0

> =3.00 < 3.00 >=2.50 < 2.50 >=2.00 < 2.00 >=1.50 < 1.50 >=1.00 < 1.00

Indicator #8

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

10 points



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Long Term Liabilities

Total Assets

\$5,106,497

÷

\$10,069,852

=

0.5071 ratio

Less than 0.60

Determination of Points – Ratio

10

8

6

4

2

0

<=0.60

>0.60 <=0.70

>0.70 <=0.80

>0.80 <=0.90

>0.90 <=1.00

>1.00

Indicator #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?

0 points



Era ISD

<u>Total Revenue</u>			<u>Total Expenditures – Facilities Acquisition & Construction</u>		
\$4,236,122	÷	\$4,340,604	=		-0.0241 ratio
				OR	
Cash & Equivalents		<u>Total Expenditures</u>			
\$706,153	÷	\$4,340,604	x	365	= 59.3802
					Acceptable Days Cash on Hand is 60

Determination of Points – Ratio

10	0
> = 0	< = 0



Indicator #10

Was the debt service coverage ratio sufficient to meet the required debt service?

10 points



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Total Revenue	\$4,605,078		
- Total Expenditures	4,726,479		
+ Debt Service (71,72,73)	385,875		
+ Fund Code 599	486,751		
+ Function 81	0		
/ Debt Service	385,875	=	1.9468 Ratio
			Greater than 1.20 ratio

Determination of Points – Ratio

10	8	6	4	2	0
> =1.20	< 1.20 >=1.15	< 1.15 >=1.10	< 1.10 >=1.05	< 1.05 >=1.00	< 1.00

Indicator #11

Was the school district's administrative cost ratio equal to or less than the threshold ratio?

10 points



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District Administrative Cost Ratio	0.1324
ADA	454.39

Determination of Points – Ratio

ADA Size	10	8	6	4	2	0
Less than 500	< =0.2404	> 0.2404 <= 0.2654	>0.2654 <= 0.2904	>0.2904 <= 0.3154	> 0.3154 <= 0.3404	> 0.3404

Indicator #12

Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)

10 points



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2016-2017 Total Enrollment	468	
2016-2017 Number of FTE Staff	63.6315	
2014-2015 Total Enrollment	472	
2014-2015 Number of FTE Staff	63.403	-0.012 > -0.15
2016-2017 Total Enrollment	468	
2014-2015 Total Enrollment	472	-4 > 0

Determination of Points – Ratio

10	0
YES	NO

Indicator #13

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?

10 points



Era ISD

Sum of Differences	7
Denominator	\$4,340,597
Actual Variance	0.0000016
Acceptable Level of Variance	0.03
	$0 < 0.03$

Determination of Points – Ratio

10	0
< 3%	> = 3%

Indicator #14

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 points

The district does not have any material noncompliance instances.



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Determination of Points – Ratio

10	0
YES	NO

Indicator #15

Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?

10 points



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The district did not receive an adjusted repayment schedule for any reason.

Determination of Points – Ratio

10	0
YES	NO

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

2017-2018 RATINGS BASED ON SCHOOL YEAR 2016-2017 DATA - DISTRICT STATUS DETAIL

Name: ERA ISD(049906)	Publication Level 1: 8/6/2018 2:48:24 PM
Status: Passed	Publication Level 2: 8/8/2018 12:11:29 PM
Rating: B = Above Standard	Last Updated: 8/8/2018 12:11:29 PM
District Score: 84	Passing Score: 60

#	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>	4/20/2018 8:23:35 AM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<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>	4/20/2018 8:23:35 AM	Yes
2.B	<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? (The AICPA defines material weakness.)</u>	4/20/2018 8:23:35 AM	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>	4/20/2018 8:23:35 AM	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?</u>	4/20/2018 8:23:36 AM	Yes
5	<u>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.)</u>	4/20/2018 8:23:36 AM	Yes
			1

			Multiplier Sum
6	<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.)</u>	4/20/2018 8:23:36 AM	4
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	4/20/2018 8:23:37 AM	10
8	<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 change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	4/20/2018 8:23:37 AM	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?</u>	4/20/2018 8:23:37 AM	0
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	4/20/2018 8:23:38 AM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	4/20/2018 8:23:38 AM	10
12	<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>	6/19/2018 11:06:54 AM	10
13	<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?</u>	4/20/2018 8:23:38 AM	10
14	<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>	4/20/2018 8:23:39 AM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	4/20/2018 8:23:39 AM	10
			84 Weighted Sum
			1 Multiplier Sum
			84 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 5, or 2.A? If so, the school district's rating is F for Standard Achievement regardless of points earned.
B.	Determine the rating by the applicable number of points. (Indicators 6-15)
	A = Superior 90-100

B = Above Standard	80-89
C = Meets Standard	60-79
F = Substandard Achievement	<60

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.

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

THE **TEXAS EDUCATION AGENCY**
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FIRST 5.4.1.0

Disclosure Reports



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- ❖ **Superintendent Current Contract**
- ❖ **Reimbursements to Superintendent & School Board Members**
- ❖ **Outside Compensation/Fees received by Superintendent**
- ❖ **Gifts received by Executive Officers & School Board Members**
- ❖ **Business Transactions with School Board Members**



Financial Integrity Rating System of Texas



Disclosure #1

- ❖ **Superintendent Current Contract**

Era ISD

Posted at www.eraisd.net

ERA INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT
JEREMY THOMPSON

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is by and between the Board of Trustees (the "Board") of the Era Independent School District (the "District") and Jeremy Thompson (the "Superintendent").

WITNESSETH:

For and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code ("Code"), the Board and the Superintendent have agreed and 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 regular meeting on **June 25, 2018**, and shall begin **July 1, 2018** and end on **June 30, 2022**. 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 continued employment, or claim of entitlement is created beyond the contract term.

II. EMPLOYMENT

- 2.1 Duties. The Superintendent is the educational leader and the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description contained in the policy manual and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. It shall be the further duty of the Superintendent to prepare and submit to the Board a proposed budget as provided by Section 44.002 of the Code. It shall be the further duty of the Superintendent to provide leadership for the attainment of student performance in the District based on indicators adopted under Section 39.051 of the Code and other indicators adopted by the State Board of Education or the Board. 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 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.
- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without his express written consent.
- 2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the evaluation of the Superintendent's performance, or for the purpose 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-approved absence, the Superintendent's designee shall attend such meetings.
- 2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.
- 2.6 Indemnification. 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 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. 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.

III. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One-Hundred Eight Thousand One Hundred Two and No/100 Dollars (\$108,102.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. The Board also directs that the Superintendent receive applicable local stipends ("Retention" and "Longevity"), such that they are offered to employees of the District.
- 3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1, except by the mutual written 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.

- 3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent of the District out of Cooke County. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of his duties as Superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and District administrative procedures and regulations except when traveling with the Board, at which time the Board's travel guidelines will apply.
- 3.4 Computer Benefit Option. The District shall provide for a personal laptop computer system and peripherals to be purchased and maintained for the Superintendent's business and personal use in the Superintendent's home office, all at the sole expense of the District.
- 3.5 Insurance. The District shall pay the premiums for hospitalization and major medical insurance coverage for the Superintendent and his family, if eligible and insurable, pursuant to the group health plan (TRS – Active Care 1) provided by the District for its administrative employees.
- 3.6 Vacation, Holidays, Sick Leave. The Superintendent may take, at the Superintendent's choice, and subject to the Board's approval, fifteen (15) days of vacation per year. The vacation days taken by the Superintendent will be taken at such a time or times as will least interfere with the performance of the Superintendent's duties as set forth in the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for all District administrative employees and any additional holidays specifically stated for employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and personal leave benefits as authorized by Board policy for all school employees on twelve-month contracts. On or before July 1 of each year, all unused vacation days that have accrued during the previous twelve months, ending on June 30, shall be paid to the Superintendent, calculated by dividing the annual salary in sections 3.1 by 226 days and multiplying that sum by the number of accrued but unused vacation days.
- 3.7 Professional Growth. The Superintendent shall devote his 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 his active attendance at the 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 his 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 him to attend such seminars, courses or meetings. 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 per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.
- 3.8 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a

legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

- 3.9 Outside Consulting Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, lecturing, or other professional duties and obligations (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 3.10 Texas Teacher Retirement System. As supplemental salary, the District shall pay the Superintendent an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (both retirement and TRS Care portions) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement for services rendered as Superintendent shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

IV. RESIDENCE

- 4.1 Residence. The Superintendent shall maintain a residence within the geographic boundaries of the District.

V. ANNUAL PERFORMANCE GOALS

- 5.1 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 goals approved by the Board ("District Goals") shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

VI. REVIEW OF PERFORMANCE

- 6.1 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 District Goals as developed under Section 5.1 above and to the duties of the Superintendent as outlined in the Superintendent's job description contained in Board policy, administrative procedures and regulations, the Code and herein.
- 6.2 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 with their respective legal counsel.
- 6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the

performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent or other mutually agreed timeframe, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified, such modification must be adopted at least one (1) year prior to its implementation.

VII. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

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

VIII. TERMINATION OF EMPLOYMENT CONTRACT

- 8.1 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.
- 8.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.
- 8.3 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. The term "good cause" shall include, but not be limited to the following:
- (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. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);
 - (c) Insubordination or failure to comply with lawful written Board directives;
 - (d) Failure to comply with the Board's policies or the District's administrative regulations;
 - (e) Neglect of duties;
 - (f) Drunkenness or excessive use of alcoholic beverages;
 - (g) Illegal possession or use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - (h) Conviction of a felony or of any crime involving moral turpitude, conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony, or deferred adjudication for a felony or any crime involving moral turpitude;
 - (i) Failure to meet the District's standards of professional conduct;

- (j) Failure to comply with reasonable District professional development requirements regarding advance course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for Superintendent certification;
- (r) Any other reason constituting "good cause" under Texas law.

8.4 Termination Procedure. In the event that 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.

IX. MISCELLANEOUS

9.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Cooke County, Texas.

9.2 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.

9.3 Conflicts. In the event of any conflict between the terms, conditions, and provision 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.

9.4 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 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 25th day of June, 2018.

ERA INDEPENDENT SCHOOL DISTRICT

By: 

Kelly Lane
Secretary, Board of Trustees



Michael J. Brown
President, Board of Trustees

SUPERINTENDENT



Jeremy Thompson



Financial Integrity Rating System of Texas

Disclosure #2

❖ Reimbursements to Superintendent & School Board Members



12 month period ending June 30, 2017	Dr. Jeremy Thompson Superintendent	Michael Brown Board Member	Kelly Lane Board Member	Jeff Brown Board Member	Chad Greer Board Member
Summary of:					
Meals	0	0	0	0	0
Lodging	0	0	0	0	0
Transportation	0	0	0	0	0
Motor Fuel	0	0	0	0	0
Other	62.14	0	0	0	0
Total	\$62.14	\$0.00	\$0.00	\$0.00	\$0.00

12 month period ending June 30, 2017	Todd Reiter Board Member	Jeffrey Stevens Board Member	Jaret Kindiger Board Member
Summary of:			
Meals	0	0	0
Lodging	0	0	0
Transportation	0	0	0
Motor Fuel	0	0	0
Other	0	0	0
Total	\$0.00	\$0.00	\$0.00

Era ISD

Disclosure #3

❖ Outside Compensation/Fees received by Superintendent

Outside compensation and/or fees received by the Superintendent for Professional consulting and/or other personal services in Fiscal Year 2017 ending June 30, 2017.

12 month period ending June 30, 2017	Dr. Jeremy Thompson Superintendent
Name of Entity (ies)	Amount
ESC XI	\$500.00
Third Bridge	\$125.00
TOTAL	\$625.00

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



Era ISD

Disclosure #4

❖ Gifts received by Executive Officers & School Board Members

Gifts received by the executive officer(s) and board members (and first degree relatives, if any) in Fiscal Year 2017 ending June 30, 2017. (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)



12 month period ending June 30, 2017	Dr. Jeremy Thompson Superintendent	Michael Brown Board Member	Kelly Lane Board Member	Jeff Brown Board Member	Chad Greer Board Member
Amount	0	0	0	0	0
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12 month period ending June 30, 2017	Todd Reiter Board Member	Jeffrey Stevens Board Member	Jaret Kindiger Board Member
Amount	0	0	0
Total	\$0.00	\$0.00	\$0.00

Note: An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.

Disclosure #5

❖ Business Transactions with School Board Members



Business transactions between school district and board members for fiscal year 2017 ending June 30, 2017.

12 month period ending June 30, 2017	Dr. Jeremy Thompson Superintendent	Michael Brown Board Member	Kelly Lane Board Member	Jeff Brown Board Member	Chad Greer Board Member
Amount	0	0	0	0	0
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12 month period ending June 30, 2017	Todd Reiter Board Member	Jeffrey Stevens Board Member	Jaret Kindiger Board Member
Amount	0	0	0
Total	\$0.00	\$0.00	\$0.00

Note: The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursement received by board members.