

DATE:	November 6, 2020
SUBJECT:	Official Notification of the 2019–2020 Release of Final FIRST Ratings
CATEGORY:	Information Update
NEXT STEPS:	Required Reporting

Final 2019–2020 Financial Integrity Rating System of Texas (FIRST) ratings based on fiscal year 2019 are now publicly available on the Texas Education Agency (TEA) website:

- [School districts](#)
- [Open-enrollment charter schools and charter schools operated by Institutions of Higher Education \(IHE\)](#)

A previous “To the Administrator Addressed” letter dated August 6, 2020, instructed your school district or charter school (local education agency or LEA) to view its *preliminary* FIRST rating. The letter also provided information about the data the TEA analyzes to produce the rating and described the appeal process available to your LEA. This appeals process is now complete, and the FIRST ratings are final.

Required Reporting

Within two months of the release of its final FIRST rating, your LEA must announce and hold a public meeting to distribute a financial management report that explains the LEA’s rating and its performance under each indicator for the current and previous year’s ratings. The report also must provide the financial information described in [19 Texas Administrative Code \(TAC\) §109.1001\(q\)\(3\)](#). We encourage your LEA to include in the report additional information that will be beneficial to stakeholders, especially information explaining any special circumstances that may have affected the LEA’s performance under one or more of the indicators.

The required newspaper notice to inform taxpayers of the meeting must be published no more than 30 days and no fewer than 10 days before the public meeting. Your LEA may combine the meeting with a scheduled regular meeting of the board of trustees.

For full requirements related to the report and meeting, see [19 TAC §109.1001\(q\)](#). For a template that your LEA can use in developing its financial management report, see the TEA [School FIRST](#) web page for school districts or [FIRST Rating for Charter Schools](#) web page.

Special Note on Required Reporting During the COVID-19 Pandemic

A district or charter school may hold a virtual hearing and take virtual testimony in conformance with [COVID-19 resources and guidelines](#) published by the Office of the Attorney General and Texas Department of Information Resources. TEA will consider a hearing held in conformance with such resources and guidelines as compliant with the hearing location and participation requirements of 19 TAC §109.1001(q)(4). The district must, however, continue to follow all other hearing-related and notice requirements of the rule.

Accreditation Status

Please note that the TEA considers an LEA's FIRST rating when assigning an accreditation status, as required by the accreditation status rules in [19 TAC §97.1055](#).

Contact for Further Information

If you have questions about your LEA's FIRST rating, please contact financialaccountability@tea.texas.gov.

David Marx, CPA
Director Financial Compliance Division
School Finance Department

User: Kara Garlitz
User Role: District

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: NAZARETH ISD (035903)	Publication Level 1: 8/6/2020 9:26:37 AM
Status: Passed	Publication Level 2: 8/6/2020 11:17:34 AM
Rating: A = Superior	Last Updated: 8/6/2020 11:17:34 AM
District Score: 100	Passing Score: 60

#	Indicator Description	Updated	Score
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?	3/30/2020 12:45:30 PM	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	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.)	3/30/2020 12:45:30 PM	Yes
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? (The AICPA defines material weakness.)	3/30/2020 12:45:31 PM	No
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.)	3/30/2020 12:45:31 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	3/30/2020 12:45:31 PM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum
6	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.)	3/30/2020 12:45:32 PM	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	3/30/2020 12:45:32 PM	10
8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.	3/30/2020 12:45:33 PM	10
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?	3/30/2020 12:45:33 PM	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	3/30/2020 12:45:34 PM	10
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	3/30/2020 12:45:35 PM	10
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.)	3/30/2020 12:45:35 PM	10
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?	3/30/2020 12:45:37 PM	10
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? (The AICPA defines material noncompliance.)	3/30/2020 12:45:37 PM	10
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 (ESP) funds as a result of a financial hardship?	3/30/2020 12:45:38 PM	10
			100 Weighted Sum
			1 Multiplier Sum
			100 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to indicators 1, 3, 4, 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

1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.9.1.0

School FIRST Annual Financial Management Report NAZARTEH INDEPENDENT SCHOOL DISTRICT

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. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30 or August 31, 2019

<u>Description of Reimbursements</u>	Glen Waldo	Mac Annen	Alan Birkenfeld	Mitchell Brockman	Marty Gerber	Jennifer Heiman	Keith Hoelting	Jenny Schulte
Meals	344.65							
Lodging			549.36					
Transportation	2038.64							
Motor Fuel	40.85							
Other	57.5		375.00		16.23			102.92
Total	\$2,481.64	\$0.00	\$924.36	\$0.00	\$16.23	\$0.00	\$0.00	\$102.92

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 June 30 or August 31, 2019
Name(s) of Entity(ies)

Amount Received
 \$

Total \$0.00

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 June 30 or August 31, 2019

	Glen Waldo	Mac Annen	Alan Birkenfeld	Mitchell Brockman	Marty Gerber	Jennifer Heiman	Keith Hoelting	Jenny Schulte
Total	\$	\$	\$	\$	\$	\$	\$	\$

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 June 30 or August 31, 2019

	Mac Annen	Alan Birkenfeld	Mitchell Brockman	Marty Gerber	Jennifer Heiman	Keith Hoelting	Jenny Schulte
Amounts	\$	\$	\$	\$	\$	\$ 5,786.72	\$

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.

**NOTICE OF PUBLIC MEETING
TO DISCUSS NAZARETH INDEPENDENT SCHOOL DISTRICT'S**

State Financial Accountability Rating

**Nazareth ISD will hold a public meeting
at 7:30 p.m. on December 9, 2020
in the Nazareth ISD Board Room at
101 S 1st Street, Nazareth, Texas 79063**

**The purpose of this meeting
is to discuss Nazareth ISD's rating on the
state financial accountability system.**

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT (the "District") and Kara Garlitz, EdD (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, beginning October 1, 2019 and ending June 30, 2022. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. The Superintendent agrees to furnish to the Board President a copy of Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void.
3. **Representations.** The Superintendent makes the following representations.
 - 3.1 **Beginning of Contract.** The Superintendent represents that the Superintendent has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, and agrees to submit to a review of the Superintendent's National Criminal History Record Information (NCHRI) at the beginning of this Contract and at any time thereafter, if so requested by the District. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication, or failure to provide a criminal history acceptable to the Board shall make this Contract void without the need for any further action by the Board.
 - 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, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing no later than three (3) calendar days after 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 the Superintendent's employment application are true and correct. Any false statements,

misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required or requested records or information in the employment application or during the application process may be good cause to terminate or grounds to nonrenew this Contract, as the Board may determine.

4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform the Superintendent's duties as follows:

4.1 **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.

4.2 **Standard.** Except as otherwise permitted and this Contract, the Superintendent agrees to devote the Superintendent's full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence, and shall not engage in any conduct that interferes or conflicts with the Superintendent's responsibilities to the District. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may be amended or promulgated hereafter.

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

5.1 **Salary.** Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) per year.

5.1.1 **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code §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.

5.1.2 **Furlough.** If the Board implements a furlough under Texas Education Code §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.

5.1.3 **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. Such adjustment, if any, shall be memorialized in writing between the parties with an addendum or amendment to this Contract.

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

5.3 **Other Benefits.**

5.3.1 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the duties under this Contract according to Board Policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy, and shall comply with all financial accountability rules, as required by state law or promulgated by the Texas Education Agency.

5.3.2 *Housing Benefit.* The District shall provide the Superintendent for the term of this contract with the use of a residence with fenced back yard that is owned by the District. The District provide water to the residence without cost to the Superintendent and shall be responsible for all routine maintenance costs. The Superintendent shall be responsible for the payment of all other utilities and any repairs or maintenance beyond normal wear and tear. The Superintendent may have a dog or other domestic pet and may make minor improvements to the residence with the Board's approval to accommodate a pet.

5.3.3 *Vacations, Holidays and Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by Board Policy for administrative employees on twelve (12) month contracts, with the days to be in a single period or at different times. 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. The Superintendent shall observe the same legal holidays as provided by Board Policy for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same amount of illness leave and benefits as authorized by Board Policy for administrative employees on twelve (12) month contracts.

5.3.4 *Mileage.* The District shall pay the Superintendent mileage reimbursement at the rate established by IRS rules for the Superintendent's use of her personal automobile for travel outside the District, while performing the Superintendent's duties on behalf of the District.

5.3.5 *Technology Devices.* The District shall pay the Superintendent a technology allowance of \$100 per month, but not more, for expenses incurred by the Superintendent in the performance of the Superintendent's duties. The Superintendent shall select a mobile phone service provider and maintain a personal account for mobile telephone service. Superintendent shall not open an account in the name of the District. The Superintendent shall have total

responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.

5.3.6 Professional Growth. Superintendent is encouraged to grow professionally. The District shall permit a reasonable amount of release time for the Superintendent to attend seminars, courses, or meetings as approved by the Board, and shall reimburse the Superintendent the costs of attending such professional growth activities each fiscal year. The District shall pay or reimburse Superintendent for dues and membership expenses for membership in a professional association and organization, such as Texas Association of School Administrators, as may be selected by Superintendent and approved by the Board.

5.3.7 Civic Activities, etc. The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs or activities as approved by the Board. Superintendent's membership in such civic organizations will promote the District and serve a legitimate public purpose. The reasonable cost incurred by the Superintendent for participation in such Board approved activities shall be paid or reimbursed by the District.

5.3.8 Health and Medical Insurance. The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for the Superintendent pursuant to the group health care plan(s) provided by the District for its full time employees.

5.3.9 Indemnification. To the extent consistent with law, including Texas Civil Practice and Remedies Code, Chapter 102, the District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceeding brought against the Superintendent, in the Superintendent's individual or official capacity as Superintendent of the District acting within the course and scope of the Superintendent's employment (Covered Claim).

The term "Covered Claim" expressly excludes any and all demands, claims, suits, actions, judgments, expenses and attorney's fees where it is determined by the Board that the 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. This indemnity also excludes any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. This indemnity provision shall survive the termination of this Contract.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent reasonable, related expenses, including travel and lodging expenses. The parties' obligations under this Paragraph shall continue after termination of this Contract.

6. **Superintendent Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once every fifteen (15) months, or as required by law, whichever is sooner. The evaluation format and procedure shall comply with the law and Board Policy.
7. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall direct all individuals with criticisms, complaints and suggestions called to the Board's attention to follow the appropriate chain of command and the complaint procedures set out in Board Policy, as applicable.
8. **Outside Employment.** To the extent permitted by law and Board Policy, the Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
9. **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 as determined by the Board, and the Board has delegated to the Board President the authority to place the Superintendent on paid administrative leave for up to five business days anytime the Board President determines that there is credible evidence the Superintendent may have engaged in conduct that could constitute good cause to terminate her Contract and suspending the Superintendent is in the District's best interest. Any forced paid leave longer than 5 business days shall be authorized by the Board.

10. **Separation of Employment.**

10.1 **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract will be pursuant to Board Policy and Texas Education Code Chapter 21.

10.2 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. 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 school year.

10.3 **Mutual Agreement.** This Contract may be terminated at any time other than the end of the school year by the mutual agreement of the Superintendent and the Board, in writing, upon such terms and conditions as may be mutually agreed upon.

10.4 **Retirement or Death.** This Contract shall terminate upon the retirement or death of the Superintendent.

11. **Mediation.** Should any dispute between the Superintendent and the District arise during the term of this Contract that cannot be resolved through negotiation, the parties agree to submit such dispute under this Contract to non-binding mediation, according to the procedures set forth in this Paragraph. Either party may request non-binding mediation by submitting a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. The parties will cooperate with each other in scheduling a time and date for the mediation and selecting a mutually acceptable mediator. The parties will share equally the expense of the mediation, including the mediator's fee, but shall be solely responsible for their respective attorney's fees. The parties agree that such mediation shall be a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence, Texas Rules Evidence and an alternative dispute resolution procedure, subject to Texas Civil Practice & Remedies Code, §154.073. The parties recognize that the Texas Education Code contains certain mandatory and jurisdictional deadlines that cannot be extended through agreement of the parties. Accordingly, each party further recognizes that the other may be required to pursue certain legal or equitable action during the mediation process in order to protect their respective rights.

12. **General provisions.**

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

12.2 **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.

- 12.3 **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.
- 12.4 **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that 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.
- 12.5 **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.
- 12.6 **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.
13. **Notices.**
- 13.1 **To Superintendent.** The Superintendent agrees to keep a current address and phone number 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, electronic mail to the Superintendent's school-provided email account, by certified mail or regular mail, or express delivery service to the Superintendent's address of record.
- 13.2 **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, 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 Dr. Kara Sue Garlitz
Kara Garlitz, EdD

Date signed 8/28/19

Nazareth, Independent School District

By Mitchell Brockman
Mitchell Brockman, President, Board of Trustees

Date signed 8/28/19

Fifth
Fourth Extension Addendum to Superintendent's Contract (2019)

The Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT and GLEN WALDO (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on July 1, 2014, as follows:

1. Paragraph 1 of the Contract is changed to read as follows:
 1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2019 and ending June 30, 2022. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. Paragraph 5.1 of the Contract is changed to read as follows:
 - 5.1 **Salary.** Ninety-Four Thousand Dollars and 00/100 (\$94,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective on January 9, 2019. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: *Glen E. Waldo, Jr.*
Glen Waldo

Date signed: 2/15/19

Nazareth Independent School District

By: *[Signature]*
Mitchell Brockman, President, Board of Trustees

Date signed: 2/13/19

Fourth Extension Addendum to Superintendent's Contract (2018)

The Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT and GLEN WALDO (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on July 1, 2014, as follows:

1. Paragraph 1 of the Contract is changed to read as follows:
 1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2018 and ending June 30, 2021. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. Paragraph 5.1 of the Contract is changed to read as follows:
 - 5.1 **Salary.** Ninety-Three Thousand Dollars and 00/100 (\$93,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective on January 10, 2018. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: *Glen E. Waldo, Jr.*
Glen Waldo

Date signed: 2/9/2018

Nazareth Independent School District

By: *Alan Birkenfeld*
Alan Birkenfeld, President Board of Trustees

Date signed: 2/9/18

Third Extension Addendum to Superintendent's Contract (2017)

The Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT and GLEN WALDO (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on July 1, 2014, as follows:

1. Paragraph 1 of the Contract is changed to read as follows:
 1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2017 and ending June 30, 2020. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. Paragraph 5.1 of the Contract is changed to read as follows:
 - 5.1 **Salary.** Ninety-One Thousand Dollars and 00/100 (\$91,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective on January 12, 2017. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: *Glen E. Waldo, Jr.*
Glen Waldo

Date signed: June 12, 2017

Nazareth Independent School District

By: *Jennifer Heiman*
Jennifer Heiman, President, Board of Trustees

Date signed: June 12, 2017

Second Extension Addendum to Superintendent's Contract (2016)

The Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT and GLEN WALDO (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on July 1, 2014, as follows:

1. Paragraph 1 of the Contract is changed to read as follows:
 1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2016 and ending June 30, 2019. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. Paragraph 5.1 of the Contract is changed to read as follows:
 - 5.1 **Salary.** Eighty Nine Thousand Dollars and 00/100 (\$89,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective on January 7, 2016. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: *Glen E. Waldo, Jr.*
Glen Waldo

Date signed: 07/13/2016

Nazareth Independent School District

By: *Jennifer Heiman*
Jennifer Heiman, President, Board of Trustees

Date signed: 7-24-2016

First Extension Addendum to Superintendent's Contract (2015)

The Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT and GLEN WALDO (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on July 1, 2014, as follows:

1. Paragraph 1 of the Contract is changed to read as follows:
 1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2015 and ending June 30, 2017. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. Paragraph 5.1 of the Contract is changed to read as follows:
 - 5.1 **Salary.** Eighty Seven Thousand Dollars and 00/100 (\$87,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective on January 7, 2015. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: Glen E. Waldo, Jr.
Glen Waldo

Date signed: 06/24/2015

Nazareth Independent School District

By: Joe Kleman
Joe Kleman, President, Board of Trustees

Date signed: 06/24/2015

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of NAZARETH INDEPENDENT SCHOOL DISTRICT (the "District") and GLEN WALDO (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 term beginning April 2, 2014 and ending June 30, 2016. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. The Superintendent agrees to furnish to the Board President a copy of Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void, without the need for any further action by the Board.
3. **Representations.** The Superintendent makes the following representations.
 - 3.1 **Beginning of Contract.** The Superintendent represents that the Superintendent has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, and agrees to submit to a review of the Superintendent's criminal history record information at the beginning of this Contract and at any time thereafter, if so requested by the District. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication, or failure to provide a criminal history acceptable to the Board shall make this Contract *void ab initio*.
 - 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, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three (3) 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 the Superintendent's employment application are true and correct. Any false statements, misrepresentations, incorrect information or omissions of requested information,

or fraud by the Superintendent in or concerning any requested records or information in the employment application or during the application process may be good cause to terminate or nonrenew this Contract, as the Board may determine.

4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform the following duties:
 - 4.1 **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.
 - 4.2 **Standard.** Except as otherwise permitted by law and this Contract, the Superintendent agrees to devote the Superintendent's full time and energy to the performance of these duties. The Superintendent shall perform the duties with reasonable care, skill, and diligence, and shall not engage in any conduct that interferes or conflicts with the Superintendent's responsibilities to the District. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended or promulgated hereafter.
5. **Compensation.** The District shall pay the Superintendent annual compensation as follows.
 - 5.1 **Salary.** Eighty-five Thousand and 00/100 Dollars (\$85,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.
 - 5.1.1 *Widespread Salary Reduction.* If the Board implements a widespread salary reduction under Texas Education Code §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.
 - 5.1.2 *Furlough.* If the Board implements a furlough under Texas Education Code §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 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits provided in this Contract, at the Board's sole discretion.

5.3 **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. Such adjustment, if any, shall be memorialized in writing between the parties with an addendum to this Contract.

5.4 **Other Benefits.**

5.4.1 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the duties under this Contract according to Board Policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy, and shall comply with all financial accountability rules, as required by state law or promulgated by the Texas Education Agency.

5.4.2 *Housing.* The District shall provide the Superintendent with District owned housing rent free and with water furnished, but Superintendent shall open and maintain personal accounts for all utility services and shall not open any accounts in the name of the District. The Superintendent shall be completely responsible for payment of such personal accounts for utility services and the District shall have no obligation or responsibility related to such utilities services.

5.4.3 *Automobile.* A district vehicle shall be available to the superintendent for his use in the conduct of district business. The District shall pay all operating expenses of any nature with regard to the use of the automobile.

5.4.4 *Vacations, Holidays and Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by Board Policy for administrative employees on twelve (12) month contracts, with the days to be in a single period or at different times. 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. The Superintendent shall observe the same legal holidays as provided by Board Policy for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same amount of illness leave and benefits as authorized by Board Policy for administrative employees on twelve (12) month contracts.

5.4.5 *Professional Growth.* Superintendent is encouraged to grow professionally. The District shall permit a reasonable amount of release time for the Superintendent to attend seminars, courses, or meetings as approved by the Board, and shall reimburse the Superintendent the costs of attending such professional growth activities each fiscal year. The District shall reimburse Superintendent for dues and membership expenses for one professional association or organization, such as Texas Association of School Administrators, as may be selected by Superintendent.

5.4.6 *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs or activities as approved by the Board. Superintendent's membership in such civic organizations will promote the District and serve a legitimate public purpose. The reasonable cost incurred by the Superintendent for participation in such activities shall be reimbursed by the District.

5.4.7 *Health and Medical Insurance.* The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for the Superintendent pursuant to the group health care plan(s) provided by the District for its full time employees.

5.4.8 *Mobile Telephone Expense.* The District shall pay the Superintendent one-hundred dollars (\$100.00) per month to cover the cost of mobile telephone service.

5.4.9 *Indemnification.* To the extent consistent with law, including Texas Civil Practice and Remedies Code, Chapter 101, the District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys fees incurred in any legal proceeding brought against the Superintendent, in the Superintendent's individual or official capacity as Superintendent of the District acting within the course and scope of the Superintendent's employment (Covered Claim).

The term "Covered Claim" expressly excludes any and all demands, claims, suits, actions, judgments, expenses and attorneys fees where it is determined by the Board that the 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. This indemnity also excludes any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. This indemnity provision shall survive the termination of this Contract.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent reasonable, related expenses,

including travel and lodging expenses. The parties' obligations under this Paragraph shall continue after termination of this Contract.

6. **Superintendent Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once every fifteen (15) months, or as required by law, whichever is sooner. The evaluation format and procedure shall comply with the law and Board Policy.
7. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall direct all individuals with criticisms, complaints and suggestions called to the Board's attention to follow the appropriate chain of command and the complaint procedures set out in Board Policy, as applicable.
8. **Outside Employment.** To the extent permitted by law and Board Policy, the Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
9. **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 as determined by the Board, and the Board has delegated to the Board President the authority to place the Superintendent on paid administrative leave for up to five business days anytime the Board President determines that doing so is in the District's best interest. Any forced paid leave longer than 5 business days shall be authorized by the Board.
10. **Separation of Employment.**
 - 10.1 **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
 - 10.2 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. 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 school year.
 - 10.3 **Mutual Agreement.** This Contract shall 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.

10.4 **Retirement or Death.** This Contract shall terminate upon the retirement or death of the Superintendent.

11. **Mediation.** Should any dispute between the Superintendent and the District arise during the term of this Contract that cannot be resolved through negotiation, the parties agree to submit such dispute under this Contract to non-binding mediation, according to the procedures set forth in this Paragraph. Either party may request non-binding mediation by submitting a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. The parties will cooperate with each other in scheduling a time and date for the mediation and selecting a mutually acceptable mediator. The parties will share equally the expense of the mediation, including the mediator's fee, but shall be solely responsible for their respective attorney's fees. The parties agree that such mediation shall be a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence, Texas Rules Evidence and an alternative dispute resolution procedure, subject to Texas Civil Practice & Remedies Code, §154.073. The parties recognize that the Texas Education Code contains certain mandatory and jurisdictional deadlines that cannot be extended through agreement of the parties. Accordingly, each party further recognizes that the other may be required to pursue certain legal or equitable action during the mediation process in order to protect their respective rights.

12. **General provisions.**

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

12.2 **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.

12.3 **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.

12.4 **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that 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.

12.5 **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.

12.6 **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.

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

13. **Notices.**

13.1 **To Superintendent.** The Superintendent agrees to keep a current address and phone number 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, electronic mail to the Superintendent's school-provided email account, by certified mail or regular mail, or express delivery service to the Superintendent's address of record.

13.2 **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, 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 *Glen Waldo, Jr.*
Glen Waldo
Date signed 03/12/2014

Nazareth Independent School District

By *Joe Kleman*
Joe Kleman, President, Board of Trustees

Date signed 3/12/14