Supreme Court of Texas

No. 24-0772

Comprehensive Training Center, LLC and
ERI Funding Group, Inc.,

Petitioners,

v.

Edcouch-Elsa Independent School District,

Respondent

On Petition for Review from the
Court of Appeals for the Thirteenth District of Texas

Argued September 15, 2026

JUSTICE BLAND delivered the opinion of the Court.

JUSTICE HAWKINS filed a concurring opinion.

As the Education Code permits, a school district's board of trustees delegated its authority to its superintendent to make budgeted purchases under $25,000. Without the board's knowledge, the superintendent engaged consultants to provide grant-writing and administration services to the district in exchange for a contingent fee.

When the district successfully obtained a federal grant, the consultants presented the district with an $817,500 bill.

The district refused to pay, and the consultants sued, invoking Local Government Code Chapter 271. Chapter 271 waives immunity in suits against local governments to enforce "properly executed" contracts.[1] The district responded with a jurisdictional plea, contending that the superintendent had no authority to bind the district in this instance. We hold the consulting contracts exceeded the superintendent's authority to make budgeted purchases under $25,000. Thus, the contracts lack the proper execution required for a Chapter 271 waiver of governmental immunity. The court of appeals reached the same conclusion. Accordingly, we affirm its judgment granting the district's jurisdictional plea.

I

Respondent Edcouch-Elsa Independent School District is a public school district in Hidalgo County. In November 2020, the district's superintendent, Gregory Rodriguez, signed contracts with Petitioners Comprehensive Training Center, LLC and ERI Funding Group, Inc. to provide consulting services to the district in an effort to secure a federal grant offered to schools with high poverty rates. The consultants presented Rodriguez the option to pay either an $8,000 flat fee or a contingent fee for their services. Rodriguez opted for the contingent fee, agreeing to pay ERI Funding Group and Comprehensive Training Center 7.114% and 2.886%, respectively, of the total grant monies

[1] Tex. Loc. Gov't Code §§ 271.151(2)(A), .152.

awarded. The district received a grant worth approximately $8 million, or about $1.635 million per year. The district used the funds to establish programs for student academic support and extracurricular activities.

In September 2021, Rodriguez terminated the contracts. Rodriguez testified he did not request the board's permission either to enter into or to terminate the contracts. After Rodriguez terminated the contracts, he asked the board to approve a settlement payment to the consultants. The board declined to approve the settlement.

In January 2022, the consultants sued the district for breach of contract. The consultants alleged the district breached their contracts by refusing to pay them collectively about $817,500 in contingent fees for their services.

The district filed a jurisdictional plea invoking governmental immunity. The district contended that Rodriguez had not "properly executed" the contracts as Chapter 271 requires for a waiver of the district's immunity.[2] The district proffered its local policy requiring that Rodriguez obtain board approval for "any single, budgeted purchase of goods or services that costs $25,000 or more." The policy otherwise provided that Rodriguez could "make budgeted purchases for goods or services" under $25,000. The district observed that the cost to the district for these contracts far exceeds that amount. Further, it noted, the board of trustees did not approve the consulting contracts. As a result, the district urged, Rodriguez had no authority to purchase these services without board approval. To support its plea, the district

[2] S*ee id.*

included Rodriguez's affidavit, the contracts, the board's policy, the consultants' demand letter, and the consultants' invoices.

The consultants responded that Rodriguez had properly executed the contracts under Chapter 271 because their fees were not an ascertainable cost at the time Rodriguez agreed to them. The consultants proffered testimony from their president, Rodriguez's deposition testimony, the consultants' demand letter, the contract termination letter, and the district's discovery responses. The trial court denied the district's plea, and the district filed an interlocutory appeal.

The court of appeals reversed and rendered judgment granting the district's plea.[3] The court held Rodriguez lacked authority to bind the district because the district had not budgeted for grant-writing services.[4] The court relied on Rodriguez's testimony that the district "hadn't . . . specifically budgeted" for grant-writing services and noted that the consultants adduced no contrary evidence the district had done so.[5]

II

When the government asserts immunity, it presents a challenge to the trial court's jurisdiction.[6] We review this jurisdictional

---

[3] 732 S.W.3d 927, 931 (Tex. App.—Corpus Christi–Edinburg 2024).

[4] *Id.* at 930–31.

[5] *Id.*

[6] *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 225–26 (Tex. 2004). "In suits against the government, . . . all statutory prerequisites to suit are jurisdictional requirements." *Tex. Disposal Sys. Landfill, Inc. v. Travis Cent. Appraisal Dist. ex rel. Crigler*, 694 S.W.3d 752, 759 n.33 (Tex. 2024) (citing Tex. Gov't Code § 311.034).

determination de novo,[7] taking evidence favoring the nonmovant as true and indulging reasonable inferences in the nonmovant's favor.[8] If the government challenges a lack of facts supporting a waiver of immunity, then the plaintiff must produce evidence to support a claimed waiver.[9] It is a "foundational rule" that a party suing the government bears the burden to establish a waiver of immunity.[10]

Before 2005, parties contracted with a local government at their peril. Governmental immunity barred any breach of contract suit against the government.[11] That year, the Legislature enacted Chapter 271, subchapter I,[12] waiving governmental immunity for contract claims against local governments arising out of contracts "subject to this subchapter."[13] The statute defines a "[c]ontract subject to this subchapter" as "a written contract stating the essential terms of the agreement for providing goods or services to the local governmental

---

[7] *City of Conroe v. San Jacinto River Auth.*, 602 S.W.3d 444, 457 (Tex. 2020).

[8] *City of Austin v. Powell*, 704 S.W.3d 437, 448 (Tex. 2024).

[9] *Id.* at 447–48.

[10] *Id.* at 447.

[11] *See Campbellton Rd., Ltd. v. City of San Antonio ex rel. S.A. Water Sys.*, 688 S.W.3d 105, 113 (Tex. 2024). Public school districts generally enjoy governmental immunity from both liability and suit unless immunity is waived by state law. *El Paso Educ. Initiative, Inc. v. Amex Props., LLC*, 602 S.W.3d 521, 526 (Tex. 2020).

[12] Act of May 23, 2005, 79th Leg., R.S., ch. 604, § 1, 2005 Tex. Gen. Laws 1548 (codified at Tex. Loc. Gov't Code § 271.151–.160).

[13] Tex. Loc. Gov't Code § 271.152.

entity that is properly executed on behalf of the local governmental entity."[14]

A court need look no further than the four corners of the contract to determine whether it states all essential terms and provides goods or services to the local government.[15] When the government contests proper execution, however, the party seeking a waiver of immunity must show that its government counterpart possessed the authority to bind the local government.[16]

The Education Code grants a local school board the authority to "enter into contracts as authorized under this code or other law and delegate contractual authority to the superintendent as appropriate."[17] In an earlier encounter with Chapter 271, we held that a superintendent "cannot bind the government to a contract based on apparent authority."[18] Rather, a school official must possess actual authority to bind the district.[19]

Turning to this case, the district's policy delegates limited contracting authority to the superintendent, permitting budgeted purchases under $25,000:

> The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods and

---

[14] Tex. Loc. Gov't Code § 271.151(2)(A).

[15] *See Campbellton Rd.*, 688 S.W.3d at 118–22.

[16] *See Amex Props.*, 602 S.W.3d at 533.

[17] Tex. Educ. Code § 11.1511(c)(4).

[18] *Amex Props.*, 602 S.W.3d at 533.

[19] *See id.* at 533 n.63.

> services. However, any single, budgeted purchase of goods or services that costs $25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The consultants do not dispute that the board of trustees never approved their contracts. Rodriguez properly executed them on the district's behalf only if he made a budgeted purchase for goods or services under $25,000.[20]

A

We begin with the cost limitation. As a preliminary matter, the consultants contend the district bore the burden to demonstrate the district's cost to purchase the consultants' services. Once a local government asserts and supports with evidence its immunity from suit, however, the plaintiff must adduce facts supporting a waiver of immunity.[21]

The district asserted in its jurisdictional plea that the contracts cost more than $25,000 each, referring to the consultants' demand letter and invoices totaling $817,500. The consultants then bore the burden of adducing facts contravening the district's proof.

The consultants do not challenge the district's proof. Rather, they contend the limits on the superintendent's authority are inapplicable

---

[20] *See id.* at 532 ("[A] contract is properly executed when it is executed in accord with the statutes and regulations prescribing that authority." (emphasis omitted)); Tex. Educ. Code § 11.1511(c)(4) (confining a superintendent's authority to enter into contracts on behalf of a school district to the authority the board delegates to the superintendent).

[21] *Powell*, 704 S.W.3d at 448 (citing *Miranda*, 133 S.W.3d at 227–28).

because the parties could not ascertain a contingent cost at the time the superintendent agreed to pay for it. The district owed no money upfront, and the cost, if any, was unknown at the time of execution.

The limits on Rodriguez's authority to bind the district, however, were known. Rodriguez had no authority to bind the district to unlimited or unascertainable liability, however far in the future.[22] The board of trustees instead had granted the superintendent limited authority to make budgeted purchases costing less than $25,000.

When governments delegate authority, they delegate only that authority expressed.[23] An uncapped contingent fee, in this case resulting in an $817,500 invoice, falls outside the superintendent's authority to make budgeted (and thus ascertainable) purchases costing less than $25,000. Accepting unwritten authority to enter contingent fee agreements in an uncertain amount circumvents the expressed and known monetary limit on this superintendent's contracting authority.

The consultants alternatively contend that the district could recoup the cost of their fees out of the federal grant money the district receives, revenue made possible only through their efforts. School districts, however, accept federal grant funds subject to restrictions and

---

[22] *See Amex Props.*, 602 S.W.3d at 533.

[23] *See Town of Lakewood Village v. Bizios*, 493 S.W.3d 527, 531 (Tex. 2016) (recognizing that "political subdivisions . . . possess [only] those powers and privileges that the State expressly confers upon them." (quoting *Tex. Dep't of Transp. v. City of Sunset Valley*, 146 S.W.3d 637, 645 (Tex. 2004))).

conditions.[24] The record does not show that the district could use the grant funds to pay the consultants' fees.[25]

The consultants propose "a rebuttable presumption of authority" for contingent fee contracts because their ultimate cost may not be ascertainable at the outset. Such a presumption does not comport with the monetary limit on this superintendent's contracting authority. A rebuttable presumption further conflicts with the Education Code's limited allowance for board-delegated authority, which may not be implied.[26]

---

[24] *See* Tex. Educ. Code § 7.031(a).

[25] ERI Funding Group's contract says payments to the consultants "MUST be utilized from local school funds" but elsewhere states that "the District may claim . . . indirect grant funds to offset this cost, if they choose." Similarly, Comprehensive Training Center's contract states that the district can use "direct, indirect, or local school funds" to pay the consultants. Federal regulations, however, permit districts to use grant funds to pay consultants only if certain conditions are met. 34 C.F.R. § 75.515(b) (2025). Nothing in the record indicates such a showing. The federal guidance the consultants rely on also states that the U.S. Department of Education "rarely approves" requests to pay consultant fees with grant funds. U.S. Dep't of Educ., 21st Century Community Learning Centers Non-Regulatory Guidance §§ G-9, 13 (2003), https://www.ed.gov/sites/ed/files/programs/21stcclc/guidance2003.pdf. Further, the Texas Education Agency's guidance for the grant awarded to the district expressly states that "[g]rant funds must not be used to pay for grant writing services." Tex. Educ. Agency, Program Guidelines: 2021-2022 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 1 at 22 (2020), https://tea4avcastro.tea.state.tx.us/eGrants/21-22/22695030/proguider5.pdf.

[26] *See* Tex. Educ. Code § 11.1511(c)(4) (confining a superintendent's authority to enter into contracts on behalf of a school district to the authority the board delegates to the superintendent); *see also Amex Props.*, 602 S.W.3d at 533.

B

Finally, the consultants argue the district failed to establish that it did not budget for these contracts. The consultants again reverse the burden for a jurisdictional plea.[27] The evidence nevertheless shows the district did not budget for these contracts. Rodriguez never discussed the grant funding with the board until after the district won the grants. Rodriguez testified that the district "hadn't . . . specifically budgeted" $8,000 in flat fees for the consultants' services when he agreed to the contracts.

In response, the consultants suggest broad categories in the publicly available budget such as "General Administration" might encompass grant-writing services. The consultants' suggestion does not, however, contravene Rodriguez's testimony that the board of trustees was unaware of Rodriguez's endeavor and had not budgeted for it. The Education Code prohibits school districts from spending public funds "in any manner other than as provided for in the budget adopted by the board of trustees."[28] Board policy, in compliance with the statute, limited the superintendent to purchases reflected in the budget. As the court of appeals recognized, Rodriguez had no authority to make unbudgeted purchases at any cost.

---

[27] *See, e.g.*, *Campbellton Rd.*, 688 S.W.3d at 113 (explaining that the plaintiff has the "burden to establish, or at least raise a fact issue on," a waiver of immunity under Section 271.152); *Powell*, 704 S.W.3d at 448 (citing *Miranda*, 133 S.W.3d at 227–28).

[28] Tex. Educ. Code § 44.006(a). Superintendents prepare the budget "according to generally accepted accounting principles" and must "cover[] all estimated revenue and proposed expenditures of the district." *Id.* § 44.002(a), (b).

In guarding the public treasury, the Legislature has provided very limited avenues for redress against government wrongs.[29] By statute, the superintendent had the authority to contract only in the manner the board of trustees delegated.[30] By policy, this district's board did not permit its superintendent to incur uncapped, unbudgeted liabilities on the district's behalf. We do not foreclose board action to amend the budget approving some payment to the consultants.[31] Nor do we cast doubt on a district's ability to arrange for services based on a contingent fee, exercising its own authority under the Education Code. Rodriguez, however, exceeded his actual authority as the board had established it.

* * *

[29] *See Ben Bolt–Palito Blanco Consol. Indep. Sch. Dist. v. Tex. Pol. Subdivisions Prop./Cas. Joint Self-Ins. Fund*, 212 S.W.3d 320, 326–27 (Tex. 2006) (recognizing that the Legislature weighs its duty to safeguard taxpayer funds when determining whether to waive immunity); Tex. Loc. Gov't Code § 271.152 (waiving immunity for breach of contract claims only for "contract[s] subject to this subchapter").

[30] Tex. Educ. Code § 11.1511(c)(4).

[31] The board may amend its budget or adopt a supplementary budget to cover "necessary unforeseen expenses." *Id.* § 44.006(b).

Because the superintendent exceeded his authority to contract on the district's behalf, he did not properly execute the contracts to bring them within Chapter 271's waiver of immunity. The district retains its governmental immunity. Accordingly, we affirm the judgment of the court of appeals granting the district's plea to the jurisdiction.

Jane N. Bland
Justice

OPINION DELIVERED: November 20, 2026