

COURT OF APPEALS FOR THE THIRTEENTH DISTRICT OF TEXAS,
CORPUS CHRISTI–EDINBURG

Don Jackson Construction, Inc. v. Rockport-Fulton Independent
School District

No. 13-24-00171-CV (Tex. App.—Corpus Christi–Edinburg Apr. 9, 2026) · No. 13-24-00171-CV · Decided
April 9, 2026

SUMMARY

The Texas Thirteenth Court of Appeals affirmed summary judgment for Rockport-Fulton Independent School District in a dispute over payment for Hurricane Harvey repair work. The court held that governmental immunity was not waived under Texas Local Government Code Chapter 271 because the record lacked evidence that the school district’s board or superintendent authorized the Regional Pool Alliance to contract on its behalf. The court also declined to defer to the arbitration panel’s determination regarding immunity.

CASE DETAILS

COURT	Court of Appeals for the Thirteenth District of Texas, Corpus Christi–Edinburg
WRITING FOR THE COURT	Ysmael D. Fonseca; Justice Silva; Justice Cron; Justice Fonseca
JURISDICTION	Court of Appeals for the Thirteenth District of Texas, Corpus Christi–Edinburg
DECIDED	April 9, 2026
DOCKET	13-24-00171-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Accelerated interlocutory appeal from an order granting Rockport-Fulton Independent School District's motion for summary judgment, denying Don Jackson Construction, Inc.'s competing motion for summary judgment, and determining that the school district retained governmental immunity from claims arising from an arbitration award.
STANDARD OF REVIEW	The court reviewed the summary-judgment order de novo. When competing summary-judgment motions are filed, each party bears the burden of establishing entitlement to judgment as a matter of law, and the appellate court reviews all presented legal issues and renders the judgment the trial court should have rendered. The court did not defer

	to the arbitration panel on governmental-immunity issues because immunity implicates subject-matter jurisdiction.
PRECEDENTIAL VALUE	published
PARTIES	Don Jackson Construction, Inc. v. Rockport-Fulton Independent School District

TOPICS

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PRACTICE AREAS

construction law government contracts municipal law appellate procedure

QUESTIONS PRESENTED

1. Whether the appellate court was required to defer to the arbitration panel's determination concerning governmental immunity.
2. Whether the school district's governmental immunity from Don Jackson's contract-related claims was waived under Texas Local Government Code Chapter 271 because the Regional Pool Alliance allegedly acted as the school district's agent.
3. Whether the summary-judgment record contained evidence that the school district properly executed or authorized a contract through the Regional Pool Alliance.

HOLDINGS

1. No. Arbitrators cannot confer subject-matter jurisdiction on a trial court and therefore cannot determine whether governmental immunity has been waived; the court independently decided the immunity issue.
2. No. Chapter 271 did not waive the school district's governmental immunity because the record contained no evidence that the school district's board or superintendent properly executed or authorized a contract appointing the Regional Pool Alliance to act on the district's behalf.
3. No. Neither party established a genuine issue of material fact favoring Don Jackson, and the record supported judgment for the school district because no evidence showed proper execution of an authorizing contract.

KEY QUOTATIONS

“While there is circumstantial evidence that would seem to hint at the probability of RFISD being a member of the RPA, this evidence fails to transcend mere suspicion and is “so slight as to make any inference a guess” and thus is no evidence.” (7)

“Because Texas law requires that a contract be “properly executed” on behalf of RFISD to bind it, merely creating the implication that RFISD was a member of the RPA is not enough to waive RFISD’s immunity.” (8)

FACTUAL BACKGROUND

The Regional Pool Alliance was created by an interlocal agreement to help governmental entities pool resources and obtain services, including property-loss coverage, and the agreement authorized it to hire personnel and independent contractors. The RPA hired Don Jackson Construction, Inc. to repair buildings damaged by Hurricane Harvey, including buildings owned by or associated with the school district, and Don Jackson performed the work. The record showed that the RPA hired Don Jackson, the school district oversaw the repairs, and documents identified the school district as an owner, but the record contained no direct evidence that the school district's board approved the interlocal agreement or authorized the RPA to act as its agent. Don Jackson settled its claims against the RPA for \$1.1 million but continued to pursue the school district.

PROCEDURAL HISTORY

Don Jackson initially pursued claims against Rockport-Fulton Independent School District and the Regional Pool Alliance in arbitration concerning unpaid repair work. After the arbitration panel ruled in Don Jackson's favor, the school district filed a declaratory action asserting governmental immunity and moved for summary judgment. The trial court granted the school district's motion, denied Don Jackson's motion, found that the school district retained immunity, and enjoined further pursuit of the arbitration claims. Don Jackson brought this accelerated interlocutory appeal.

DISPOSITION

affirmed

CASES CITED

- Xtria L.L.C. v. Int'l Ins. All., 286 S.W.3d 583, 591 (Tex. App.—Texarkana 2009, pet. denied)
- S.A. River Auth. v. Aus. Bridge & Road, L.P., 601 S.W.3d 616, 626–28 (Tex. 2020)
- City of Houston v. Hou. Mun. Emps. Pension Sys., 549 S.W.3d 566, 576 (Tex. 2018)
- Tarr v. Timberwood Park Owners Ass'n, 556 S.W.3d 274, 278 (Tex. 2018)
- City of Garland v. Dall. Morning News, 22 S.W.3d 351, 356 (Tex. 2000)
- Hillis v. McCall, 602 S.W.3d 436, 439 (Tex. 2020)
- El Paso Educ. Initiative, Inc. v. Amex Props., LLC, 602 S.W.3d 521, 532–33 (Tex. 2020)
- Aransas County v. W. Steel Co., 2026 WL 691884, at *1 (Tex. App.—Corpus Christi–Edinburg Mar. 12, 2026, no pet. h.)
- Aransas County v. Northstar Recovery Servs., No. 13-25-00159-CV, 2026 WL 700009, at *1 (Tex. App.—Corpus Christi–Edinburg Mar. 12, 2026, no pet. h.)
- Rockport-Fulton Indep. Sch. Dist. v. Northstar Recovery Servs., No. 13-25-00168-CV, 2026 WL 698279, at *1 (Tex. App.—Corpus Christi–Edinburg Mar. 12, 2026, no pet. h.)
- Ford Motor Co. v. Ridgway, 135 S.W.3d 598, 601 (Tex. 2004)
- Regional Pool Alliance v. NorthStar Recovery Services, No. 13-21-00045-CV, 2022 WL 1412362, at *1 (Tex. App.—Corpus Christi–Edinburg May 5, 2022, no pet.)

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