

2009-2010

SCHOOL

FIRST

FINANCIAL

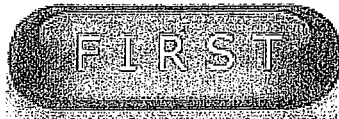
MANAGEMENT

REPORT

User: Robert Westbrook
 User Role: District

YEAR **2009-2010**

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Financial Integrity Rating System of Texas

2009-2010 DISTRICT STATUS DETAIL

Name: BRACKETT ISD(136901)	Publication Level 1: 6/17/2011 9:03:31 AM
Status: Passed	Publication Level 2: None
Rating: Superior Achievement	Last Updated: 6/17/2011 9:03:31 AM
District Score: 73	Passing Score: 56

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	4/25/2011 8:09:28 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	4/25/2011 8:09:29 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	4/25/2011 8:09:29 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	4/29/2011 3:46:48 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/25/2011 8:09:29 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any</u>	4/25/2011	Yes

	<u>Instance(s) Of Material Weaknesses In Internal Controls?</u>	8:09:29 PM	
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	4/25/2011 8:09:30 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/25/2011 8:09:30 PM	5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	5/10/2011 10:05:48 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	4/25/2011 8:09:30 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/25/2011 8:09:31 PM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	4/25/2011 8:09:31 PM	5
13	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	4/25/2011 8:09:31 PM	5
14	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	5/10/2011 4:09:33 PM	5
15	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent</u>	4/25/2011 8:09:31 PM	5

	<u>Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>		
16	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/25/2011 8:09:32 PM	5
17	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/25/2011 8:09:32 PM	5
18	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/25/2011 8:09:32 PM	3
19	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>	4/25/2011 8:09:32 PM	0
20	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	4/25/2011 8:09:33 PM	5
21	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/25/2011 8:09:33 PM	5
22	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	4/25/2011 8:09:33 PM	5
			73 Weighted Sum
			1 Multiplier Sum
			73 Score

DETERMINATION OF RATING

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A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? OR Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is Substandard Achievement .	
B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-22)	
Superior Achievement	72-80 and Yes to indicator 7
Above Standard Achievement	64-71 or >= 72 and No to indicator 7
Standard Achievement	56-63
Substandard Achievement	<56 or No to one default indicator

INDICATOR 17 & 18 RATIOS

Indicator 17	Ranges for Ratios		Indicator 18	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

OPTIONS

Suspension Reason.

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2009-2010 INDICATOR TEST 18

Name:	BRACKETT ISD (136901)
Indicator:	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?
Result/Points	3
Last Updated:	4/25/2011 8:09:32 PM

FORMULA

Field	Value
(
Number of Students	596
/	
Number of FTE Staff	109.9431
)	
Mathematical Breakdown: 5.421	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

Students	Low	High
< 500	5.0	14
500 - 999	5.8	14
1000 - 4999	6.3	14

5000 - 9999	6.8	14				
=> 10,000	7.0	14				
5	4	3	2	1	0	
UL <= 100%	> 100% =< 105%	> 105% =< 110%	> 110% =< 115%	> 115% =< 120%	> 120%	
LL => 100%	=> 95% < 100%	=> 90% < 95%	=> 85% < 90%	=> 80% < 85%	< 80%	

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Financial Integrity Rating System of Texas

2009-2010 INDICATOR TEST 19

Name:	BRACKETT ISD (136901)
Indicator:	Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?
Result/Points	0
Last Updated:	4/25/2011 8:09:32 PM

FORMULA

Field	Value
((Total General Fund Balance At June 30 or August 31, Depending On Fiscal Year End	5,317,953
/Optimum Fund Balance	2,101,550
) * 100)	
Mathematical Breakdown: 253.0491	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

5	4	3	2	1	0
UL < 150%	>= 150% =< 152.5%	>152.5% =< 155.0%	>155.0% =< 157.5%	>157.5% =< 160.0%	> 160.0%

LL > 50%	= > 47.5% =< 50%	= > 45.0% < 47.5%	= > 42.5% < 45.0%	= > 40.0% < 42.5%	< 40.0%
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BRACKETT INDEPENDENT SCHOOL DISTRICT

School FIRST Annual Financial Management Report

Superintendent's Current Employment Contract

Attached

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30, 2010

<u>Description of Reimbursements</u>	Superintendent	Tony Ashley	Brad Coe	Sondra Meil	Dan Laws	Tony Molinar	Mark Frerich	John Paul Schuster
Meals	118.95	89.81	0	76.08	0	58.37	27.33	0
Lodging	1138.91	879.06	341.12	616.89	511.68	511.68	511.68	511.68
Transportation	133.35	96.49	164.9	183.35	36.9	183.35	128	55.35
Motor Fuel	12	0	0	0	0	0	0	0
Other								
Total	<u>\$1,403.21</u>	<u>\$1,065.36</u>	<u>\$506.02</u>	<u>\$876.32</u>	<u>\$548.58</u>	<u>\$753.40</u>	<u>\$667.01</u>	<u>\$567.03</u>

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.

BRACKETT INDEPENDENT SCHOOL DISTRICT

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, 2010
Name(s) of Entity(ies)

Amount Received
 \$0.00

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, 2010

	Superintendent	Tony Ashley	Brad Coe	Sondra Meil	Dan Laws	Tony Molinar	Mark Frerich	John Paul Schuster
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

BRACKETT INDEPENDENT SCHOOL DISTRICT

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30, 2010

	Tony Ashley	Brad Coe	Sondra Meil	Dan Laws	Tony Molinar	Mark Frerich	John Paul Schuster
Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822

General Fund - First-Quarter Expenditures By Object Code

Report 2010-2011 first-quarter (first three months of fiscal year 2010-2011) GENERAL FUND expenditures by object code using whole numbers.

Payroll-	Expenditures for payroll costs	<u>852,116</u>
Contract Costs-	Expenditures for services rendered by firms, individuals, and other organizations	<u>148,507</u>
Supplies and Materials-	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	<u>352,090</u>
Other Operating-	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	<u>72,318</u>
Debt Service-	Expenditures for debt service	<u>0</u>
Capital Outlay-	Expenditures for land, buildings, and equipment	<u>182,744</u>

Additional Financial Solvency Questions

1) Districts with a September 1- August 31 fiscal year:

Within the last two years, did the school district

- 1) draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and
- 2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?

	Yes	No
	_____	_____
	_____	_____

BRACKETT INDEPENDENT SCHOOL DISTRICT

Districts with a July 1- June 30 fiscal year:

Within the last two years, did the school district

- 1) draw funds from a short-term financing note (term less than 12 months) between the months of July and October, inclusive, and _____ X
- 2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61? _____ X

2) Has the school district declared financial exigency within the past two years? _____ X

3) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, or any significant discrepancies between actual budget figures and projected revenues and expenditures, or any other information that may be helpful in evaluating the school district's financial solvency.

<u>Mean Enroll-to-Teacher Ratio</u>	<u>85% of Mean Enroll-to-Teacher Ratio</u>	<u>School District Size</u>
8.39	7.13	Under 100
9.48	8.06	100 to 249
10.73	9.12	250 to 499
11.48	9.76	500 to 999
12.45	10.58	1,000 to 1,599
13.52	11.50	1,600 to 2,999
14.29	12.15	3,000 to 4,999
14.80	12.58	5,000 to 9,999
14.88	12.65	10,000 to 24,999
15.01	12.76	25,000 to 49,999
15.06	12.80	50,000 and Over

4) How many superintendents has your school district had in the last five years? _____ 2

5) How many business managers has your school district had in the last five years? _____ 1

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of BRACKETT INDEPENDENT SCHOOL DISTRICT (the "District") and **Robert Keith Westbrook** (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 July 1, 2011 and ending June 30, 2016.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 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, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven 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 his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
 - 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. 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.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
 - 5.1 **Salary.**

Eighty-Six Thousand and Four Hundred Dollars (\$ 86,400) per year
 - 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 these benefits, at the Board's sole discretion. The district shall provide Active Care II employee and family coverage.
6. **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.
7. **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.
 - 7.1 **Contract Buy-Out.** The District reserves the right to buy out the Superintendent's contract upon the payment, in advance, at an amount not to exceed one year's salary.
8. **General Provisions.**
 - 8.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
 - 8.2 **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.
 - 8.3 **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 and any addenda constitute the entire agreement between the Parties.
 - 8.4 **Applicable Law and Venue.** Texas law shall govern 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 administration building is located.
 - 8.5 **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.
9. **Notices.**
 - 9.1 **To Superintendent.** The Superintendent agrees to keep a current address 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 by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 9.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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, and/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: Robert Stuchlik

Date signed: 4-11-11

Brackett Independent School District

By: Lyndra Neal
President, Board of Trustees

Date signed: 4-11-2011