

BOARD MINUTES  
October 27, 2010

- CALL TO ORDER: BE IT REMEMBERED that on this the 27th day of October, 2010, a regular meeting of the Crockett County Consolidated Common School District Board of Trustees was called to order at 6:39 pm by Board President Marcus Sims with a quorum of the following members present: Marcus Sims, Laurie Hale, Veronica fierro, Tom Anderson, Dwight Childress and Grizz Medina. Board Member Harvey Sanchez was not in attendance for the October 27, 2010 Regular Meeting of the Board. Chris duBois, ray Don Myers, Melissa Perner, Amanda Jackson, Benny Granger, Rhonda Shaw, Tammy McWilliams, Cynthia Hokit, Houston Hendryx, Ray Brown, Stephen Martin, Lexie Poindexter, Lazarae Rodriguez, Karen Huffman, and Doris Hood were also present.
- INVOCATION: The invocation was offered by Benny Granger.
- APPROVE AGENDA: A motion by Veronica Fierro to approve the agenda with one change for the October 27, 2010 Regular Meeting of the Board was seconded by Dwight Childress and passed 6-0. Item #10 to be moved for discussed following Item #4. Dwight Childress seconded the motion and it was approved 6-0.
- OPEN FORUM: Band Director Stephen Martin presented the description of the proposed new OHS band uniforms. Lexie Poindexter modeled one of the uniforms assisted by Lazarae Rodriguez.
- DISCUSSION OF DELINQUENT TAXES: Crockett County Tax Assessor-Collector Rhonda Shaw discussed the Crockett County tax collection process, a summary of the 2010 tax roll, and a history of the Crockett County tax values levy. Board action was not required following this presentation.
- PUBLIC HEARING - SCHOOL FIRST RATING: Superintendent Chris duBois enlightened the Board and guests concerning the Financial Integrity Rating System of Texas (FIRST) 2008-2009 Annual Report for Crockett County CCSD. Crockett County CCSD received a rating of above standard achievement. Board action was not required following this report. See Attachment #A

REPORTS: Monthly reports were presented and discussed by John Kain, Amanda Jackson, Houston Hendryx, Benny Granger, Ray Brown, and Superintendent Chris duBois. Board Action was not required.

APPOINTMENT OF SCHOOL HEALTH ADVISORY COUNCIL FOR 2010-2011: District School Nurse Karen Huffman R.N. presented the list of nominees for appointment to the Crockett County CCSD Student Health Advisory Council for 2010-2011. A motion by Veronica Fierro and seconded by Laurie Hale to approve the nominees as presented was approved 6-0. See Attachment #B

TRACK REPAIRS: No Board action was taken following the discussion concerning track repairs at Lion Stadium.

CONSENT AGENDA: A motion by Veronica Fierro to approve the Board Minutes from the Regular Meeting held on September 22, 2010, the October 11, 2010 Workshop Meeting, and one amendment to the 2010-2011 Official Budget was seconded by Grizz Medina and passed 6-0. See Attachment #C

EXECUTIVE/ CLOSED SESSION: The Executive/Closed Session was not called.

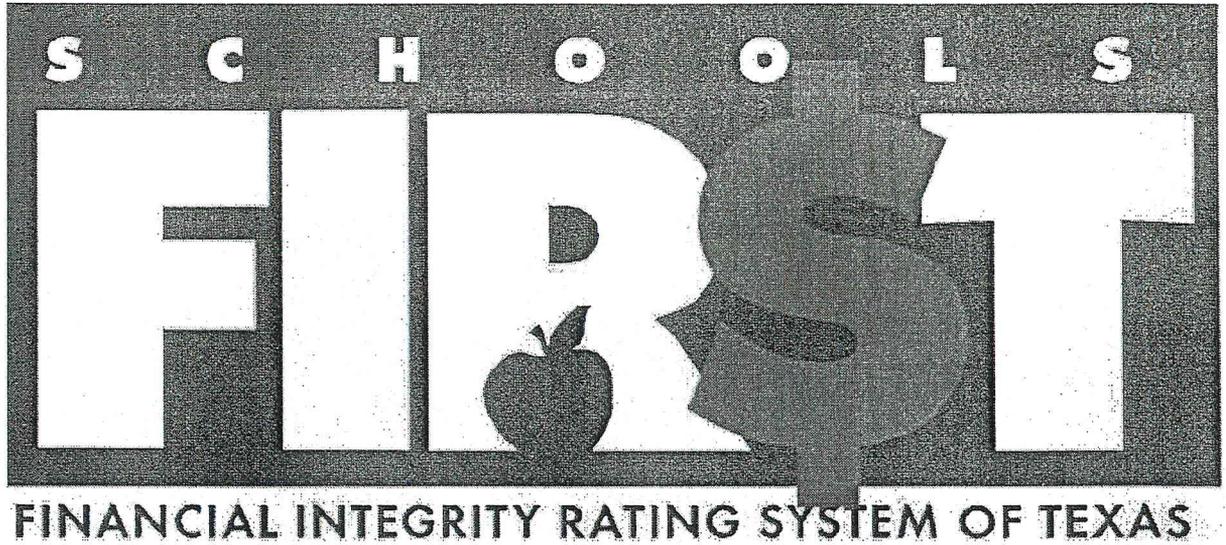
FUTURE BUSINESS: November 10, 2010 - 8:00 am - Canvass Election Votes  
November 17, 2010 - 6:30 pm - Regular Meeting  
TBA - December, 2010 - Maintenance/Facility Workshop #2

ADJOURNMENT: With not further business pending before the Board, a motion by Veronica Fierro to adjourn the October 27, 2010 Regular Meeting of the Board was seconded by Grizz Medina and passed 6-0.

The October 27, 2010 Regular Meeting of the Board was adjourned at 8:41 pm.

**SIGNED:** \_\_\_\_\_  
**President of the Board**

**ATTEST:** \_\_\_\_\_  
**Secretary of the Board**



# Annual Report

## Crockett County CCSD

October 27, 2010

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## **2010 Schools FIRST Ratings Guide**



## HOW RATINGS ARE ASSESSED

### Rating Worksheet

*The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The following is a layman's explanation of what the questions mean—and what your district's answers can mean to its rating.*

**1. Was total Fund Balance less Reserved Fund Balance greater than zero in the General Fund?**

School districts must legally have a fund balance to ensure adequate funding for operations. This indicator is designed to ensure that your district has a positive amount of fund balance cash (savings) that is not designated or “reserved” for a specific purpose. In other words, “Does your district have funds set aside for a rainy day?”

**2. Were there NO disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations?**

This indicator seeks to make certain that your district has paid your bills/obligations on bonds issued to pay for school construction, etc.

**3. Was the Annual Financial Report filed within one month after the November 27 or January 28 deadline depending upon the district's Fiscal Year end date (June 30 or August 31)?**

A simple indicator. Was your Annual Financial Report filed by the deadline?

**4. Was there an Unqualified Opinion in the Annual Financial Report?**

A “qualification” on your financial report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an “unqualified opinion” on its Annual Financial Report. This is a simple “Yes” or “No” indicator.

**5. Did the Annual Financial Report NOT disclose any instance(s) of material weakness in internal controls?**

A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds, and should be immediately addressed.



## **HOW RATINGS ARE ASSESSED**

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### **6. Was the percent of total tax collections (including delinquent) greater than 96 percent?**

This indicator measures your district's success in collecting the taxes owed to you by your community's businesses and homeowners, placing a 96 percent minimum collections standard. You must collect 96 percent or more of your taxes, **including** any delinquent taxes owed from past years.

### **7. Did the comparison of PEIMS data to like information in the Annual Financial Report result in an aggregate variance of less than 4 percent of expenditures per fund type (Data Quality Measure)?**

This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type is more than 4 percent, your district "fails" this measure.

### **8. Were Debt-Related Expenditures (net of IFA and/or EDA allotment) less than \$770 per student? (If the district's five-year percent change in students was a 2 percent increase or more, or if property taxes collected per penny of tax effort were more than \$100,000, then answer this indicator YES.)**

This indicator shows the Legislature's intent for school districts to spend money on education, rather than fancy buildings, by limiting the amount of money district's can spend on debt to \$770 per student. Fortunately, the Legislature did allow for fast-growth schools to exceed this cap.

### **9. Was there NO disclosure in the Annual Audit Report of Material Noncompliance?**

NO disclosure means the Annual Audit Report includes no disclosure indicating that the school district failed to comply with laws, rules and regulations for a government entity.

### **10. Did the district have full accreditation status in relation to financial management practices? (e.g. no conservator or monitor assigned)**

Did TEA take over control of your district due to financial issues such as fraud or having a negative fund balance? If not, you pass this indicator.

### **11. Was the percentage of Operating Expenditures expended for Instruction more than 54 percent?**

This indicator shows your district's ability to focus the majority of its funding so that it directly pays for student instruction. Only items such as salaries of classroom teachers and classroom supplies qualify as "Instruction" expenditures in this calculation (Function 11).



## HOW RATINGS ARE ASSESSED

### 12. Was the aggregate of Budgeted Expenditures and Other Uses LESS THAN the aggregate of Total Revenues, Other Resources and Fund Balance in General Fund?

Was the budgetary plan to spend until bankruptcy resulted? If the district planned to keep spending until a negative fund balance resulted then the lowest School FIRST rating would have been assigned to the district.

### 13. If the district's Aggregate Fund Balance in the General Fund and Capital Projects Fund was LESS THAN zero, were construction projects adequately financed? (Were construction projects adequately financed or adjusted by change orders or other legal means to avoid creating or adding to the fund balance deficit situation?)

Did you over-spend on school buildings or other capital projects? This indicator measures your district's ability to construct facilities without damaging your Fund Balance.

### 14. Was the ratio of Cash and Investments to Deferred Revenues (excluding amount equal to net Delinquent Taxes Receivable) in the General Fund greater than or equal to 1:1? (If Deferred Revenues are less than Net Delinquent Taxes Receivable, then answer this indicator YES.)

This indicator measures whether or not your district has sufficient cash and investments to balance Fund Balance monies such as TEA overpayments (deferred revenues). In other words, your District should have fund balance monies of its own that are at least equal to those dollars that are there due to overpayments from TEA, and you should not be spending "next year's" monies this year.

### 15. Was the Administrative Cost Ratio less than the standard in State Law?

This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?

### 16. Was the Ratio of Students to Teachers within the ranges shown below according to district size?

This indicator measures your pupil-teacher ratio to ensure that it is within TEA recommended ranges for district's of your student population range. For example, districts with a student population between 500 and 1,000 should have no more than 22 students per teacher and no fewer than 10 students per teacher.

Indicator 16 District Size – No. of Students Between	Ranges for Ratios	
	Low	High
<500	7	22
500 – 999	10	22
1,000 – 4,999	11.5	22
5,000 – 9,999	13	22
=> 10,000	13.5	22



## HOW RATINGS ARE ASSESSED

**17. Was the Ratio of Students to Total Staff within the ranges shown below according to district size?**

This indicator measures your pupil-staff ratio to ensure that it is within TEA-recommended ranges for district's of your student population range. For example, districts with a student population between 500 and 1,000 should have no more than 14 students per staff member and no fewer that 5.5 students per district employee.

Indicator 17 District Size – No. of Students Between	Ranges for Ratios	
	Low	High
<500	4	14
500 – 999	5.5	14
1,000 – 4,999	6	14
5,000 – 9,999	6.5	14
=> 10,000	6.6	14

**18. Was the Total Fund Balance in the General Fund more than 50 percent and less than 150 percent of Optimum according to the Fund Balance and Cash Flow Calculation Worksheet in the Annual Financial Report?**

Your district's audit provides an optimum General Fund "Fund Balance" for your district. Your district should have no less than one-half and no more than one and one-half times this amount in your Fund Balance, counting both reserved and unreserved fund balances.

**19. Was the decrease in Undesignated Unreserved Fund Balance less than 20 percent over two Fiscal Years? (If 1.5 times Optimum Fund balance is less than total Fund Balance in General Fund or if Total Revenues the General exceeded Operating Expenditures in Fund, then answer this indicator YES.)**

Are you "feeding off of your Fund Balance" to pay for salaries or other district operating expenses? This indicator notes rapid decreases in your undesignated Fund Balance (those dollars not designated as a "land fund" or "construction fund") or emergency fund.

**20. Was the Aggregate Total of Cash and Investments in the General Fund more than \$0?**

Does your district have cash in the bank, and/or investments?

**21. Were Investment Earnings in all funds more than \$15 per student?**

Are you using your cash or reserve fund (Fund Balance) monies wisely?

**2010 Schools FIRST Ratings - Final**

YEAR **2008-2009** SELECT AN OPTION



Financial Integrity Rating System of Texas

**2008-2009 DISTRICT STATUS DETAIL**

<b>Name:</b> CROCKETT CO CONS CSD(053001)	<b>Publication Level 1:</b> 6/11/2010 12:03:10 PM
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<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/30/2010 4:06:59 PM
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**Rating:** Above Standard Achievement **Last Updated:** 8/30/2010 4:06:59 PM **Indicators Answered YES:** 19 **Indicators Answered NO:** 3

<b>District Score:</b> 69	<b>Passing Score:</b> 56
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#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	3/30/2010 2:37:57 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>	3/30/2010 2:37:57 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>	3/30/2010 2:37:58 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>	3/30/2010 2:37:58 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	3/30/2010 2:37:58 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	3/30/2010 2:37:58 PM	Yes
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	3/30/2010 2:37:58 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	3/30/2010 2:37:59 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>	3/30/2010 2:37:59 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 7%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$200,000 Per Student)</u>	3/30/2010 2:37:59 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	3/30/2010 2:37:59 PM	0
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	3/30/2010 2:38:00 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>	3/30/2010 2:38:00 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>	3/30/2010 2:38:00 PM	5
15	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	3/30/2010 2:38:00 PM	5
16	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	3/30/2010 2:38:00 PM	5
17	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	3/30/2010 2:38:01 PM	3
18	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	3/30/2010 2:38:01 PM	1
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>	3/30/2010 2:38:01 PM	5
20	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance &lt; Total Fund Balance In General Fund Or If Total Revenues &gt; Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	3/30/2010 2:38:01 PM	5
21	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	3/30/2010 2:38:02 PM	5
22	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	3/30/2010 2:38:02 PM	5
			69 Weighted Sum
			1 Multiplier Sum
			69 Score

**DETERMINATION OF RATING**

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

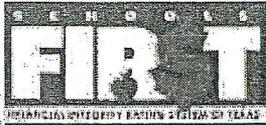
**OPTIONS**

				Suspension Reason.
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Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to [schoolaudits@tea.state.tx.us](mailto:schoolaudits@tea.state.tx.us)

**THE TEXAS EDUCATION AGENCY**  
 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

**2010 Schools FIRST Glossary**



# GLOSSARY

## Academic Excellence Indicator

**System (AEIS):** The Texas Education Agency pulls together a wide range of information on the performance of students in each school and district in Texas every year. This information is put into the annual AEIS reports, which are available each year in November. The performance indicators include:

- TAKS passing rate by grade, by subject, student subpopulation, and by all grades tested;
- SDAA performance
- Attendance rate for the full year;
- Dropout rate (by year);
- Completion and dropout rates (4-year longitudinal);
- Percent of high school students completing an advanced course;
- Percent of graduates completing the Recommended High School Program;
- AP and IB examination results;
- TAAS / TASP equivalency rate; and
- SAT and ACT examination -- participation and results.

**Accountability Rating:** The rating assigned by the Academic Rating System to a school district or campus. The four indicators used to determine the accountability rating for a campus or district are their performance on (1) TAKS, (2) SDAA, (3) Completion rate and (4) Annual dropout rate. Based on these indicators every campus and district is assigned one of the following: District and Campus Ratings: Exemplary, Recognized, Academically Acceptable, Academically Unacceptable, Not Rated: Alternative Education, Not Rated: Other, and Not Rated: Data Integrity Issues. Although registered alternative education campuses and charters will not be rated in 2004 based on academic performance, the commissioner of education has the authority to assign an *Academically Unacceptable* rating to address problems identified through Accountability System Safeguards, Performance-Based Monitoring, or other monitoring and compliance investigations.

**Accounting:** A standard school fiscal accounting system must be adopted and

installed by the board of trustees of each school district. The accounting system must conform to generally accepted accounting principles. This accounting system must also meet at least the minimum requirements prescribed by the state board of education, subject to review and comment by the state auditor.

**Ad Valorem Property Tax:** Literally the term means "according to value." Ad valorem taxes are based on a fixed proportion of the value of the property with respect to which the tax is assessed. They require an appraisal of the taxable subject matter's worth. General property taxes are almost invariably of this type. Ad valorem property taxes are based on ownership of the property, and are payable regardless of whether the property is used or not and whether it generates income for the owner (although these factors may affect the assessed value).

**Adopted Tax Rate:** The tax rate set by the school district to meet its legally adopted budget for a specific calendar year.

**All Funds:** A school district's accounting system is organized and operated on a fund basis where each fund is a separate fiscal entity in the school district much the same as various corporate subsidiaries are fiscally separate in private enterprise. All Funds refers to the combined total of all the funds listed below:

- The General Fund
- Special Revenue Funds (Federal Programs, Federally Funded Shared Services, State Programs, Shared State/Local Services, Local Programs)
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds for the National School Breakfast and Lunch Program

**Assessed Valuation:** A valuation set upon real estate or other property by a government as a basis for levying taxes.

**Auditing:** Accounting documents and records must be audited annually by an independent auditor. Texas Education Agency (TEA) is charged with review of the independent audit of the local education agencies.

**Beginning Fund Balance:** The General Fund balance on the first day of a new school year.



## GLOSSARY

For most school districts this is equivalent to the fund balance at the end of the previous school year.

**Budget:** The projected financial data for the current school year. Budget data are collected for the general fund, food service fund, and debt service fund.

**Budgeting:** Not later than August 20 of each year, the superintendent (or designee) must prepare a budget for the school district if the fiscal year begins on September 1. (For those districts with fiscal years beginning July 1, this date would be June 20.) The legal requirements for funds to be budgeted are included in the Budgeting module of the TEA Resource Guide. The budget must be adopted before expenditures can be made, and this adoption must be prior to the setting of the tax rate for the budget year. The budget must be itemized in detail according to classification and purpose of expenditure, and must be prepared according to the rules and regulations established by the state board of education. The adopted budget, as necessarily amended, shall be filed with TEA through the Public Education Information Management System (PEIMS) as of the date prescribed by TEA.

**Capital Outlay:** This term is used as both a Function and an Object. Expenditures for land, buildings, and equipment are covered under Object 6600. The amount spent on acquisitions, construction, or major renovation of school district facilities are reported under Function 80.

**Capital Project Funds:** Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds.)

**Cash:** The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

**Chapter 41:** A key "equity" chapter in the Texas Education Code (TEC) is Chapter 41. This chapter is devoted to wealth equalization through the mechanism of recapture, the recovery of financial resources from districts defined by the state as high property wealth. Resources are recovered for the purpose of sharing them with low-wealth districts. Districts that are subject to the provisions of Chapter 41 must make a choice among several options in order to reduce their property wealth and share financial resources.

**Comptroller Certified Property Value:** The district's total taxable property value as certified by the Comptroller's Property Tax Division (Comptroller Valuation).

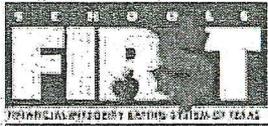
**Debt Service Fund:** Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

**Debt Services:** Two function areas (70 and 71) and one Object (6500) are identified using this terminology "debt services." Function 70 is a major functional area that is used for expenditures that are used for the payment of debt principal and interest including Function 71. Expenditures that are for the retirement of recurring bond, capital lease principal, and other debt, related debt service fees, and for all debt interest fall under Function 71. Object 6500 covers all expenditures for debt service.

**Deferred Revenue:** Resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as deferred revenue. In governmental funds, earned amounts also are reported as deferred revenue until they are available to liquidate liabilities of the current period.

**Designated Fund Balance:** The designated fund balance represents tentative plans for the future use of financial resources. Designations require Board action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time.

**Effective Tax Rate:** Provides the unit with approximately the same amount of revenue it had the year before on properties taxes in both years. A comparison of the effective tax rate to



## GLOSSARY

the taxing unit's proposed tax rate shows if there will be a tax increase.

**Ending Fund Balance:** The amount of unencumbered surplus fund balance reported by the district at the end of the specified school year. For most school districts this will be equivalent to the fund balance at the beginning of the next school year.

**Excess (Deficiency):** Represents receivables due (excess) or owed (deficiency) at the end of the school year. This amount is reported as in the Annual Financial and Compliance Report.

**Existing Debt Allotment (EDA):** Is the amount of state funds to be allocated to the district for assistance with existing debt.

**Federal Revenues:** Revenues paid either directly to the district or indirectly through a local or state government entity for Federally-subsidized programs including the School Breakfast Program, National School Lunch Program, and School Health and Related Services Program. This amount is recorded as Revenue Object 59XX.

**Fiscal Year:** A period of 12 consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year may run September 1 through August 31 or July 1 through June 30.

**Foundation School Program (FSP) Status:** The Foundation School Program (FSP) is the shared financial arrangement between the state and the school district, where property taxes are blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter School District.

**FTE: Full-Time Equivalent** measures the extent to which one individual or student occupies a full-time position or provides instruction, e.g., a person who works four hours a day or a student that attends a half of a day represents a .5 FTE.

**Function:** Function codes identify the expenditures of an operational area or a group

of related activities. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students and provide health services. Each of these activities is a function. The major functional areas are:

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services - Student
- Administrative Support Services
- Support Services; Non-Student Based
- Ancillary Services
- Debt Service
- Capital Outlay
- Intergovernmental Charges

**Fund Balance:** The difference between assets and liabilities reported in a governmental fund.

**General Administration:** The amount spent on managing or governing the school district as an overall entity. Expenditures associated with this functional area are reported under Function 41.

**General Fund:** This fund finances the fundamental operations of the district in partnership with the community. All revenues and expenditures not accounted for by other funds are included. This is a budgeted fund and any fund balances are considered resources available for current operations.

**I&S Tax Rate:** The tax rate calculated to provide the revenues needed to cover Interest and Sinking (I&S) (also referred to as Debt Service). I&S includes the interest and principal on bonds and other debt secured by property tax revenues.

**Incremental Costs:** The amount spent by a school district with excess wealth per WADA on the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

**Instruction:** The amount spent on direct classroom instruction and other activities that deliver, enhance or direct the delivery of learning situations to students regardless of location or medium. Expenditures associated with this functional area are reported under Function 11.



# GLOSSARY

**Instructional Facilities Allotment (IFA):**

(State Aid) Provides assistance to school districts in making debt service payments on qualifying bonds and lease-purchase agreements. Proceeds must be used for the construction or renovation of an instructional facility.

- 3000 Fund Balances
- 5000 Revenue
- 6000 Expenditures/Expenses
- 7000 Other Resources/NonOperating Revenue
- 8000 Other Uses/NonOperating Expense

**Intergovernmental Charges:**

"Intergovernmental" is a classification used when one governmental unit transfers resources to another. In particular, when a Revenue Sharing District purchases WADA or where one school district pays another school district to educate transfer students. Expenditures associated with this functional area are reported under Function 90.

**Operating Expenditures:** A wide variety of expenditures necessary to a district's operations fall into this category with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

**Operating Expenditures/Student:** Total Operating Expenditures divided by the total number of enrolled students.

**Investments in Capital Assets, Net of Related Debt:**

One of three components of net assets that must be reported in both government-wide and proprietary fund financial statements. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the government.

**Operating Revenues and Expenses:** Term used in connection with the proprietary fund statement of revenues, expenses, and changes in net assets. The term is not defined as such in the authoritative accounting and financial reporting standards, although financial statement preparers are advised to consider the definition of operating activities for cash flows reporting in establishing their own definition.

**Local & Intermediate Revenues:** All revenues from local taxes and other local and intermediate revenues. For specifics, see the definitions for Local Tax and Other Local & Intermediate Revenues. This amount is recorded under Object 57XX.

**Other Local & Intermediate Revenues:** All local and intermediate revenues NOT from local real and personal property taxes including:

- Revenues Realized as a Result of Services Rendered to Other School Districts
- Tuition and Fees
- Rental payments, interest, investment income
- Sale of food and revenues from athletic and extra/co-curricular activities
- Revenues from counties, municipalities, utility districts, etc.

**Local Tax:** This is all revenues from local real and personal property taxes, including recaptured funds under Chapter 41, Texas Education Code.

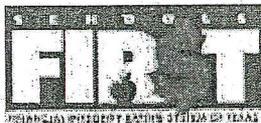
**M&O Tax Rate:** The tax rate calculated to provide the revenues needed to cover Maintenance & Operations (M&O). M&O includes such things as salaries, utilities, and day-to-day operations.

**Other Operating Costs:** Expenditures necessary for the operation of the school district that are NOT covered by Payroll Costs, Professional and Contracted Services, Supplies and Materials, Debt Services, and Capital Outlay fall into this category and include travel, insurance and bonding costs, election costs, and depreciation. This amount is recorded as Expenditure/Expense Object 64XX.

**Object:** An object is the highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the following eight major object groupings it belongs:

- 1000 Assets
- 2000 Liabilities

**Other Resources:** This amount is credited to total actual other resources or non-operating



## GLOSSARY

revenues received or residual equity transfers in. This amount is recorded under Object 79XX.

### Payments for Shared Services

**Arrangements:** Payments made either from a member district to a fiscal agent or payments from a fiscal agent to a member district as part of a Shared Services Arrangement (SSA). The most common types of SSAs relate to special education services, adult education services, and activities funded by the Elementary and Secondary Education Act (ESEA). Expenditures associated with this functional area are reported under Function 93.

**Payroll:** Payroll costs include the gross salaries or wages and benefit costs for services or tasks performed by employees at the general direction of the school district. This amount is recorded as Expenditure/Expense Object 61XX. *(NOTE: Payroll amounts do not include salaries for contract workers, e.g., for food service and maintenance. Therefore, this figure will vary significantly between districts and campuses that use contract workers and those that do not.)*

**PEIMS:** A state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local school districts. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. School districts submit their data via standardized computer files. These are defined in a yearly publication, the PEIMS Data Standards.

**Plant Maintenance & Operations:** The amount spent on the maintenance and operation of the physical plant and grounds and for warehousing and receiving services. Expenditures associated with this functional area are reported under Function 51.

**Property /Refined ADA:** The district's Comptroller Certified Property Value divided by its total Refined ADA.

**Property/WADA:** The district's Comptroller Certified Property Value divided by its total WADA.

**Qualified Opinion:** Term used in connection with financial auditing. A modification of the independent auditor's report on the fair presentation of the financial statements indicating that there exists one or more specific exceptions to the auditor's general assertion that the financial statements are fairly presented.

**Refined ADA:** Refined Average Daily Attendance (also called RADA) is based on the number of days of instruction in the school year. The aggregate eligible days attendance is divided by the number of days of instruction to compute the refined average daily attendance.

**Reserve Fund Balance:** This is that portion of fund equity which is not available for appropriation or has been legally separated for a specific purpose.

**Revenues:** Any increase in a school district's financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into the three broad sources of revenues: Local & Intermediate; State; and Federal.

**Robin Hood Funds:** See Wealth Equalization Transfer.

**Rollback Tax Rate:** Provides the unit with approximately the same amount of tax revenue it spent the previous year for day-to-day operations plus an extra 8 percent cushion, and sufficient funds to pay its debts in the coming year. For school districts, the cushion is six cents per \$100 of property value, not 8 percent. School districts calculate the rollback rate necessary to generate the same amount of state and local funds per weighted average daily attendance (WADA) as was available to the districts in the preceding school year, using estimated WADA for the upcoming year, plus six cents, plus the current year's debt rate. The rollback rate is the highest rate that the taxing unit may adopt before voters can petition for an election to roll back the adopted rate to the rollback rate. For school districts, no petition is required; it's an automatic election if the adopted rate exceeds the rollback rate.

**School Year:** The twelve months beginning September 1 of one year and ending August 31 of the following year or beginning July 1 and ending June 30. Districts now have two options.

**2010 Schools FIRST Disclosures**

2008-2009 REIMBURSEMENT DISCLOSURES ENDING AUGUST 2009

	SUPT.	PLACE 1	PLACE 2	PLACE 3	PLACE 4	PLACE 5	PLACE 6	PLACE 7
MEALS	\$218.08			\$30.86				
LODGING	\$498.80			\$416.43				
TRAINING	\$100.00		\$285.00	\$285.00				
FUEL	\$215.13			\$415.35				
FEES/PROF. SERVICES	\$1,678.00							
GIFTS RECVD								
* OTHER	\$20.00							
TOTAL	\$2,730.01		\$285.00	\$1,147.64				

\*PARKING

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Veronica Fierro as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

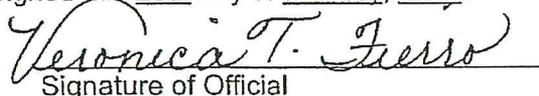
\_\_\_\_\_  
(Name and address of business or description of property)

\_\_\_\_\_  
("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2008.

  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

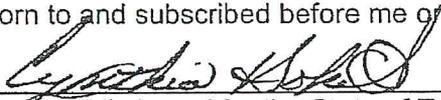
EXHIBIT A (continued)

ACKNOWLEDGEMENT

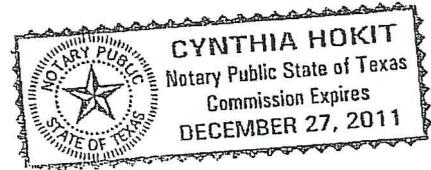
STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Veronica Fierro and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2008.



Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session...

**OFFICE USE ONLY**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Veronica Fierro

2 Office Held

Secretary: District # 3

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

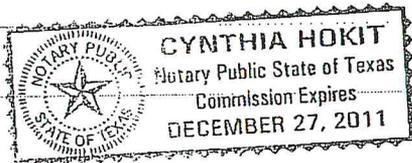
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.



*Veronica T. Fierro*

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Veronica Fierro, this the 20<sup>th</sup> day of January, 20 10, to certify which, witness my hand and seal of office.

*Cynthia Hokit*  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Dwight Childress as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

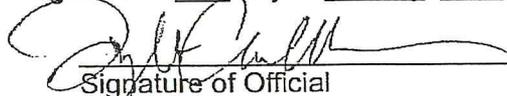
\_\_\_\_\_  
(Name and address of business or description of property)

\_\_\_\_\_  
("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2010.

  
\_\_\_\_\_  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

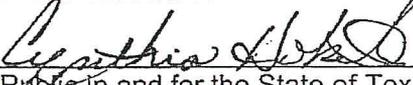
EXHIBIT A (continued)

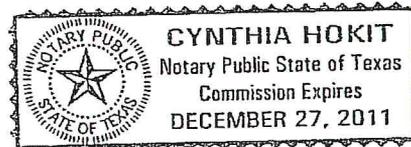
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Dwight Childress and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2010.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Dwight Childress

2 Office Held

Member: District # 5

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

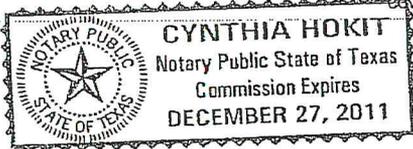
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.



*[Handwritten Signature]*  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dwight Childress, this the 20<sup>th</sup> day of January, 20 10, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

*[Handwritten Signature]*  
Title of officer administering oath

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Dr. Marcus Sims as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

Family Health Center of Ozona  
(Name and address of business or description of property)  
Shannon Health System  
San Angelo, Tx

("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2010.

M. Sims  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

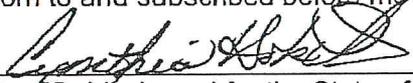
EXHIBIT A (continued)

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Dr. Marcus Sims and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2010.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	<b>OFFICE USE ONLY</b>
	Date Received

**1** Name of Local Government Officer  
  
Dr. Marcus Sims D.O.

**2** Office Held  
President: District # At Large

**3** Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with person named in item 3

**5** List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

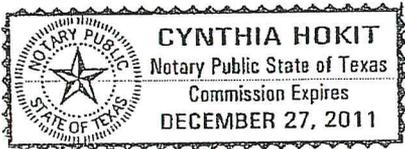
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.



*M Sims*  
\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marcus Sims this the 20<sup>th</sup> day of January, 20 10, to certify which, witness my hand and seal of office.

*Cynthia Hokit*      Cynthia Hokit      Notary Public  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Harvey Sanchez as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

EL CHATO'S RESTAURANT - P.O. Box 2104 DZONA TX. 76943  
(Name and address of business or description of property)

("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2010.

Harvey Sanchez  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

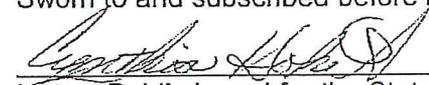
EXHIBIT A (continued)

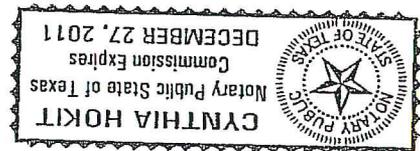
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Harvey Sanchez and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2010.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

**1** Name of Local Government Officer

Harvey Sanchez

**2** Office Held

Member: District # 1

**3** Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with person named in item 3

**5** List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Harvey Sanchez  
Signature of Local Government Officer

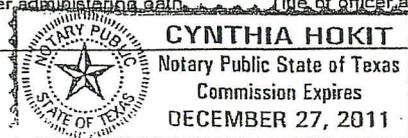
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JABIER Sanchez, this the 20<sup>th</sup> day of January, 2010, to certify which, witness my hand and seal of office.

Cynthia Hokit  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath



Adopted 06/29/2007

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Griselda Medina as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

Mike's Auto Care  
(Name and address of business or description of property)  
6006 11<sup>th</sup> St. Ozona, TX 76943

(I or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- 
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2010.

Griselda Medina  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

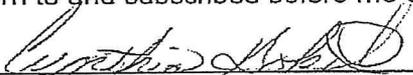
EXHIBIT A (continued)

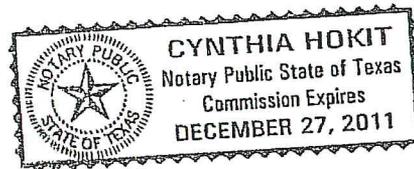
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Griselda Medina and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2010.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Griselda Medina

2 Office Held

Member: District # 2

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

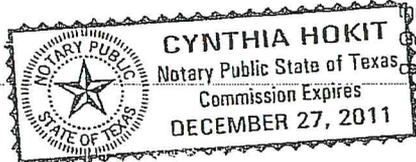
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.



*Griselda Medina*

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Griselda Medina, this the 20<sup>th</sup> day of January, 2010, to certify which, witness my hand and seal of office.

*Cynthia Hokit*  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Laurie Hale as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

Ozona Charter Box Inc Box 2 201 Ave G Ozona  
(Name and address of business or description of property)

restaurant & catering

("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2008.

Laurie Hale  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

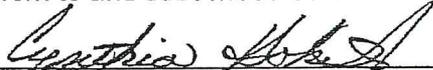
EXHIBIT A (continued)

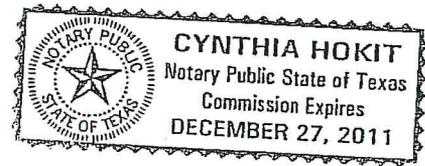
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Laurie Hale and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2008.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

**1** Name of Local Government Officer

Laurie Hale

**2** Office Held

Vice President: District # 4

**3** Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with person named in item 3

**5** List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

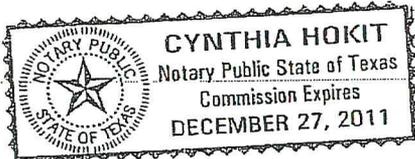
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.



*Laurie Hale*

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Laurie Hale, this the 20<sup>th</sup> day of January, 20 10, to certify which, witness my hand and seal of office.

*Cynthia Hokit*  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

ETHICS:  
CONFLICT OF INTEREST

EXHIBIT A

DISCLOSURE OF SUBSTANTIAL INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS  
COUNTY OF

I, Tom Anderson as a member of the Crockett County Consolidated Common School District,

make this affidavit and hereby on oath state the following: I, or a person(s) related to me, have a substantial interest in a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board or in real property for which it is reasonably foreseeable that the Board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

The Business entity or real property is:

Fesco  
(Name and address of business or description of property)

("I" or name of relative and relationship) (have/has) a substantial interest in this business entity or real property for the following reasons: (check all that apply).

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business exceed ten percent of (my, her, his) gross income for the previous year.
- Real property is involved and (I, he, she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the School Board's secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Loc. Gov't. Code Sec. 171.006.

Signed this 20th day of January, 2010.

Tom Anderson  
Signature of Official

School Board Trustee  
Title

Crockett County Consolidated CSD  
053001

ETHICS:  
CONFLICT OF INTEREST

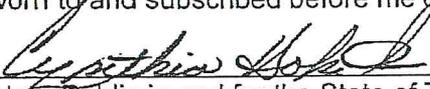
EXHIBIT A (continued)

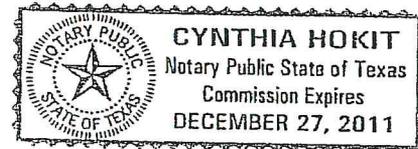
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Crockett

BEFORE ME, the undersigned authority, this day personally appeared  
Tom Anderson and on oath stated that the above-stated facts are true to the best of  
(his/her)  
knowledge or belief.

Sworn to and subscribed before me on this 20th day of January, 2010.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: December 27, 2011.



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

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This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Tom Anderson

2 Office Held

Member: District # 6

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

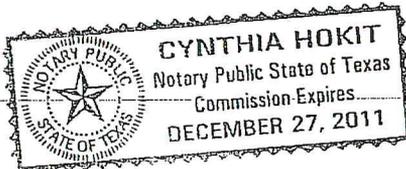
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 AFFIDAVIT



I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

*Tom Anderson*

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Anderson, this the 20<sup>th</sup> day of January, 20 10, to certify which, witness my hand and seal of office.

*Cynthia Hokit*  
Signature of officer administering oath

Cynthia Hokit  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT  
SUPERINTENDENT'S  
EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Crockett §

THIS AGREEMENT is made and entered into this, January 20, 2010, by, and between the Board of Trustees (the "Board") of the Crockett County Consolidated Common School District (the "District") an Christopher G. duBois (the "Superintendent").

WITNESSETH

NOW, THEREFORE, THE Board and The Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11. 201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

**I. Term**

1.1 The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of 3 years, @ 226 days working per year, commencing on July 1, 2010, and ending on June 30, 2013. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

**II. Employment**

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

2.2 Professional Certification. The Superintendent shall at all times during the term of this contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification and any other certificates required by law.

2.3 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation or discussion of Superintendent's performance or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.4 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

2.5 Indemnification. The Board contracts that the District shall 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 proceedings brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

### III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary of \$ 90,000. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. This scale will be adjusted according to legislative action.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Other Benefits. Expense Benefit Options  
The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.4 The district shall pay to the Superintendent a car allowance of \$500.00 per month in lieu of maintenance and mileage expensed reimbursement for all travel for school district business purposes. This allowance is in addition to the expense reimbursement provisions set forth in Section 3.3 herein.

#### IV. Insurance Benefit Options

4.1 The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

#### V. Vacation, Holidays, Personal Leave Benefit Option and Professional Growth Benefit Options

5.1 The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The 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 as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

5.2 The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to two organizations of the superintendent's choosing. The District shall bear the reasonable costs and expenses for such attendance or membership.

#### VI. Housing Benefit Options

6.1 The District agrees to provide housing to the Superintendent at \$500 per month rent during the term of this contract, and agrees to pay for water, sewer, trash pickup, and maintenance.

## **VII. Computer, and Personal Services Benefit Option**

7.1 The District shall provide a School District owned computer system and printer at the cost and expense of the District and shall remain the property of the District.

## **VIII. Annual Performance Goals**

8.1 Development of Goals. The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

## **IX. Review of Performance**

9.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent in October of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

9.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

9.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted at least (12 months) prior to its implementation.

## **X. Renewal or Nonrenewal of Employment Contract**

10.1 Renewal/Nonrenewal.  
Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

## **XI. Termination of Employment Contract**

11.1 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.

11.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.<sup>1</sup>

11.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Failure to comply with the Board's policies or the District's administrative regulations;
- (d) Neglect of duties;
- (e) Drunkenness or excessive use of alcoholic beverages;
- (f) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (g) Conviction of a felony or crime involving moral turpitude;
- (h) Failure to meet the District's standards of professional conduct;
- (i) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (j) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (k) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (l) Assault on an employee or student;
- (m) Knowingly falsifying records or documents related to the District's activities;
- (n) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (o) Failure to fulfill requirements for superintendent certification;
- (p) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (q) Any other reason constituting "good cause" under Texas law.

11.4 Termination Procedure. In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

## **XII. Miscellaneous**

12.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Crockett County, Texas, unless otherwise provided by law.

12.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

12.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

12.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT

ATTEST:

By: Veronica T. Fierro  
Secretary, Board of Trustees  
P.O. Box 400  
Ozona, Texas 76943

By: Melinda 5-24-2010  
President, Board of Trustees  
P.O. Box 400  
Ozona, Texas 76943

By: C. J. [Signature]  
Superintendent of Schools

**Crockett County CCSD Student Health Advisory Committee (SHAC)**

**Nominees for Appointment**

**2010 – 2011**

Laura Reyes

Millie Grannis

Anna Knaack

Diana Mata

Sharon Martin

Shawna Hopper

Lisa Venegas

**Facilitator: Karen Huffman, R.N.**

