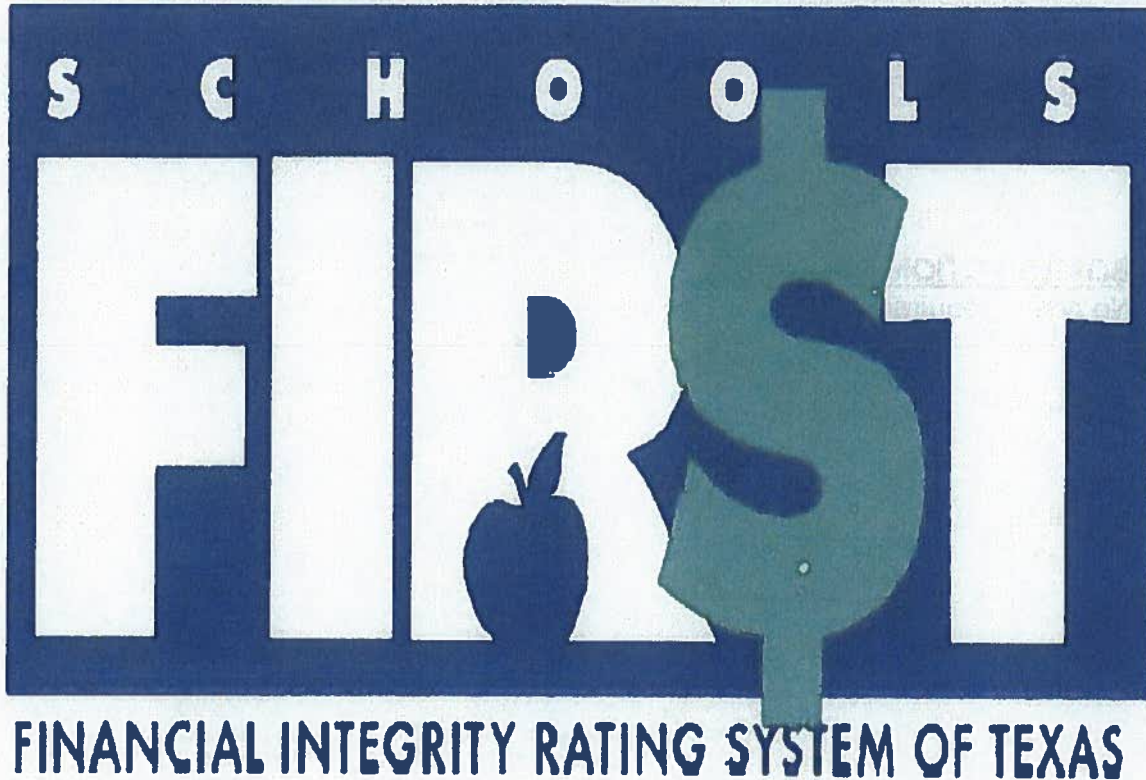


Beeville ISD
Financial Management
Report
2012-2013



AS REQUIRED BY CHAPTER 109 SUBCHAPTER AA

COMMISSIONER OF EDUCATION RULES

TABLE OF CONTENTS

	Page
Section I	
Purpose, History and Description of Financial Integrity Rating System of Texas	3-4
Section II	
Explanation of F.I.R.S.T. Analysis Document and description of indicators for 2012-2013	5-8
Beeville ISD Annual Financial Management Report Summary	9
Section III	
Texas Education Agency F.I.R.S.T. Report 2012-2013	
Texas Education Agency F.I.R.S.T. Report 2011-2012	
Section IV	
Required Disclosures	19-30
1. Superintendent's Contract	
2. Reimbursements to Superintendent and Board	
3. Summary of Amount Paid to Superintendent for Professional Consulting or other professional services	
4. Gifts received by each board member exceeding \$250 for the year.	
5. A summary schedule of the dollar amount each board member was paid for business transactions with the district	

F.I.R.S.T.
Purpose, History and Description

The 76th Texas Legislature, within Senate Bill 875, instructed the Texas Education Agency to develop a system to analyze the financial management of Texas school districts. Within the framework authorized by SB875 the concept of Schools F.I.R.S.T. was born. Initially F.I.R.S.T. was launched as a 21 indicator system that was in place through the 2005-2006 fiscal years. Changes in law have added disclosures (beginning with the report of 05-06 F.I.R.S.T.) and expanded up to 24 indicators beginning with the 2006-2007 year. The new 20 indicator system began with the 2010-2011 year.

The primary goal of an analysis of the financial management of Texas school districts was to examine each district's financial performance because of the importance of using financial resources efficiently. Use of the system is intended to achieve quality performance in the financial management of school districts and to serve as an early warning of decreasing quality management.

One of four ratings is assigned to a school district based on their success in meeting F.I.R.S.T. indicators. Those ratings are:

Superior Achievement
Above Standard Achievement
Standard Achievement
Substandard Achievement

Additional Rating
Suspended-Data Quality

- The district's 2012-2013 financial management performance rating of Superior Achievement was assigned by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education.
- The district's financial management performance under each indicator for the current and previous years' accountability ratings is attached; and,
- Additional information required by the Commissioner of Education.

The Commissioner of Education, under Chapter 109, Subchapter AA of Commissioners Rules requires districts to disclose certain additional information within the annual financial management report. The following reports are representative of the required disclosures:

- a copy of the superintendent's current contract. The district may publish the superintendent's contract on the school district's internet site in lieu of publication in the financial management report.
- a summary schedule for the fiscal year of total reimbursements received by the superintendent and each board member, including transactions resulting from use of the school district's credit card(s) to cover expenses incurred by the superintendent and board members. The summary shall separately report reimbursements for meals, lodging, transportation, motor fuel and other items.
- a summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting services and/or personal services. Each entity is to be reported separately.
- a summary schedule for the fiscal year of the total dollar amount for the executive officers and board members of gifts received from vendors or competing vendors that were not awarded contracts that had an economic value of \$250 or more in the aggregate for the fiscal year. This requirement extends to immediate family members (as described by Govt. Code Chapter 573, Subchapter B, as a person related in the first degree by consanguinity or affinity). This requirement does not apply to reimbursement of travel related expenses by an outside entity when the purpose of the travel is to explore matters directly related to the duties of the executive officer or board member, or matters related to attendance at education related seminars and conferences whose primary purpose is to provide continuing education.
- a summary schedule for the fiscal year of the dollar amount by board member for aggregate amount of business transactions with the school district.

EXPLANATION OF F.I.R.S.T. INDICATORS

FIRST assesses district financial management by granting credit on 20 indicators for 2012-2013 fiscal year. Some indicators are measured on a pass/fail measure while other indicators are measured on the degree of success on meeting those indicators. The first 6 indicators are labeled as “Critical” indicators. This designation indicates this issue is very significant, so important is the indicator that not meeting the indicator causes the district to fail the entire financial analysis. Indicators 7-20 are “points” indicators.

A brief explanation of each indicator is listed below.

Indicator #1 Was total Fund Balance less Nonspendable and Restricted 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 a district has a positive fund balance cash (savings) that is not designated or “reserved” for a specific purpose. In other words, “does the district have funds set aside for a rainy day”?

Indicator #2 Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest for Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than -0-? (If the District's 5 Year % Change in Students was 10% or more)

The indicator simply asks, “Did the district’s total assets exceed the total amount of liabilities (according to the very first statement in the annual financial report)? Fortunately this indicator recognizes that high-growth districts incur large amounts of debt to fund construction, and that total debt may exceed the total amount of assets under certain circumstances.

Indicator #3 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 districts have paid their bills/obligations on bonds issued to pay for school construction.

Indicator #4 Was the Annual Financial Report filed within 1 month after the due date deadline?

A simple indicator indicating if the Annual Financial Audit was submitted to TEA on time.

Indicator #5 Were there an unqualified opinion in the Annual Financial Report?

A “qualification” on the financial report means that you need to correct some of your reporting or financial controls. A district’s goal is to receive an “unqualified” opinion on its Annual Financial Report.

Indicator #6 Did the Annual Financial Report NOT disclose any instance(s) of material weaknesses in internal controls?

A clean audit 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 account for its use of public funds, and should be immediately addressed.

Indicator #7 Was The Three-Year Average Percent Of Total Tax Collections (including Delinquent) Greater Than 98%?

This indicator measures your district's success in collecting taxes that are owed to the district. It is based on the year of the report plus 2 years prior to the reporting year. The district is required to collect 98% of the total levy for those years in aggregate (with delinquent taxes added into collections).

Indicator #8 Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3%?

This is a data quality measure. It compares the information submitted thru PEIMS with similar information submitted in the audit report. If the percentage difference is greater than 3% for any fund type the district "fails" this indicator. This is a points indicator. If the district is within 3% on all fund types the district gets 5 points. If the percentage is greater than 3%, the district gets 0 points.

Indicator #9 Were Debt-Related Expenditures (net of IFA and EDA allotments) less than \$350 per student?(If the district's five-year percent change in students was a 7% increase or more or if property taxes collected per penny of tax effort were more than \$200,000, then the district receives 5 points.

This indicator indicated the intent of the Legislature for districts to not spend money beyond their means on fancy buildings by limiting the amount spent on debt to \$250 per student per year with the 2 mentioned exceptions. This is a points indicator. If the district grew by 7% or more over the previous 5 years or if the district raises more than \$200,000 per penny of tax effort the district automatically gets 5 points, otherwise the district needs to spend less than \$250 per student on bond payments per year.

Indicator #10 Were There NO Disclosure In The Annual Audit Report Of Material Noncompliance?

No disclosure indicated the Annual Audit Report did NOT report any disclosure that the laws, rules, or regulations were broken. This is a points indicator that is granted based on a yes answer to the question. If the answer from the audit report indicated that there were No Disclosures the district receives 5 points. If the district answer cannot be answered as yes the district receives 0 points.

Indicator #11 Did The District Have Full Accreditation Status In Relation To Financial Management Practices?

If the district currently has a TEA assigned Financial Conservator or Monitor the district automatically fails this indicator and receives 0 points. If there is not a Financial Conservator or Monitor assigned the district receives 5 points.

Indicator #12 Was The Aggregate of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources And Fund Balance In The General Fund?

This indicator reflects your financial management staying within the Official or Amended Budget. It can be stated as "Did you overspend your budget?" If your total expenditures and other uses for the year exceeded your total funds available you do not get credit for this 5 points indicator. If your district is able to answer this question "yes" you get 5 points, if no, your district receives 0 points.

Indicator #13 If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than 0 Were Construction Projects Adequately Financed?

This indicator measures if you overspent on school buildings or other capital projects without damaging your fund balance. This is a points indicator. You receive 5 points if you did not damage your fund balance as a result of construction or capital projects. If capital or construction projects caused you to deplete your fund balance you receive 0 points.

Indicator #14 Was The Ratio Of Cash And Investments To Deferred Revenue (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than 1:1?

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 monies of its own that are at least equal to those dollars that are due to overpayments from TEA.

Indicator #15 Was The Administrative Cost Ratio Less Than The Standard In State Law?

Administrative Cost Ratios are calculated for districts based on the size of the district. A district is allowed to spend up to their ratio limit and receive 5 points credit for this indicator. If the district exceeds their limit 0 points are awarded.

Indicator #16 Was The Ratio of Students To Teachers Within Ranges According To District Size?

This indicator measures your pupil to teacher ratio to determine if you are overstaffed. It is based on district ADA size and the number of students you have per each teacher. Points awarded on Indicator 17 are based on the relative degree a district falls above or below their ratio range.

Indicator #17 Was The Ratio of Students To Total Staff Within The Ranges According To District Size?

This indicator is similar to Indicator #16 except that this indicator measures students to total staff rather than students to teachers. This indicator is also a points indicator based on district size.

Indicator #18 Was The Decrease In Undesignated Unreserved Fund Balance less than 20% over 2 fiscal years?

This indicator measures how much your fund balance is going down over time. This is an indication that fund balance is being used to pay current operating expenses and is not being used for specific purposes such as capital projects. This is a points indicator and the points are granted on the basis of percent Fund Balance decline over 2 years.

Indicator #19 Was The Aggregate Total Of Cash And Investments In The General Fund Greater Than 0?

This indicator simply questions do you have either cash or investments in the General Fund. If you have any cash or investments in the General Fund you receive 5 points. If you do not have cash or investments in the General Fund you receive 0 points.

Indicator #20 Were Investment Earnings In All Funds (excluding Debt Service and Capital Projects) Meet or Exceed the 3-Month Treasury Bill Rate?

This is a measure to determine if your fund balance funds are working for you and that you are investing them to earn additional dollars.



Disclosures

BEEVILLE ISD
ANNUAL FINANCIAL MANAGEMENT REPORT SUMMARY
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)
For 2012-2013

Again, for the 2012-2013 School Year the District received a final rating by the Texas Education Agency of "Superior Achievement". The Superior Achievement rating is the state's highest, demonstrating the quality of Beeville ISD's financial management and reporting systems. The primary goal of Schools FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas's school finance system. This rating shows that Beeville schools are accountable not only for student learning, but also for achieving these results cost-effectively and efficiently. The accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being "Superior Achievement," followed by "Above-Standard Achievement," "Standard Achievement," and "Substandard Achievement."

FIRST assesses the school financial management by granting credit on 20 different indicators (21 indicators prior to the 2006-2007 fiscal year). Some indicators are measured on a pass/fail basis while other indicators grant credit based on the degree of success on meeting those indicators. Some indicators are labeled as Critical. This designation indicates that the issue it measures is very significant, so important is that indicator that not meeting the standard causes the district to fail the entire financial analysis. The first 6 indicators are "critical indicators" and the remaining indicators are "points" indicators with the highest possible score being a 70 with a passing score required of 52.

The District's final score was 69. Indicator test 9 received four points on a possible five point scale. The districts debt was more than \$350.00 per student.

The following documents show the new reporting requirements beginning with this reporting period including required disclosures for the Superintendent and Board Members.

4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	4/28/2014 1:20:08 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/28/2014 1:20:08 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/28/2014 1:20:08 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/28/2014 1:20:09 PM	5
8	<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>	4/28/2014 1:20:10 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	5/15/2014 11:42:42 AM	4
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/28/2014 1:20:11 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial</u>	4/28/2014 1:20:11 PM	5

	<u>Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>		
12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	4/28/2014 1:20:12 PM	5
13	<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>	4/28/2014 1:20:12 PM	5
14	<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>	4/28/2014 1:20:13 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/28/2014 1:20:13 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/28/2014 1:20:14 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/28/2014 1:20:14 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	4/28/2014 1:20:14 PM	5

19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/28/2014 1:20:15 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	5/14/2014 12:12:26 PM	5
			69 Weighted Sum
			1 Multiplier Sum
			69 Score

DETERMINATION OF RATING

- A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? **OR** Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is **Substandard Achievement.**
- B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)

Superior Achievement	64-70
Above Standard Achievement	58-63
Standard Achievement	52-57
Substandard Achievement	<52

INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios	Indicator 17	Ranges for Ratios
---------------------	-------------------	---------------------	-------------------

District Size - Number of Students Between	Low	High	District Size - Number of Students Between	Low	High
< 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

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

NO. 9 Indicator



Help

Home



Financial Integrity Rating System of Texas

2013-2014 RATINGS BASED ON 2012-2013 SCHOOL YEAR DATA INDICATOR TEST 9

Name:	BEEVILLE ISD (013901)
Indicator:	Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)
Result/Points	4
Last Updated:	5/15/2014 11:42:42 AM

FORMULA

Field	Value
If	
(
(
(
2012-2013 School Year Total Students	3,453
- 2008-2009 School Year Total Students	3,540
)	
/ 2008-2009 School Year Total Students	3,540
)	
)	
<	0.07

Threshold for 5 Year Student Population Growth

And	
(
(
Total Tax Collection	8,212,743
/	
(
Total Tax Rate	1.2655
*100	
)	
)	
<	
Threshold for Revenue Collection Efficiency	200,000
)	
Then	
(
(
Function 71 Expenditures	3,051,944
- IFA and EDA Allotments	1,170,756
)	
/	
2012-2013 School Year Total Students	3,453
)	

Mathematical Breakdown: If $-0.0246 < 0.07$ And $64,897.2185 < 200,000$ Then 544.7981

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

5	4	3	2	1	0
<	\geq	\geq	\geq \$850	\geq	\geq
\$350	\$350	\$600	<	\$1,100 <	\$1,350
	<	<	\$1,100	\$1,350	
	\$600	\$850			

User: Linda OConnell

User Role: District

FIRST RATING FOR FISCAL YEAR 2011-2012 ▾

Select An Option ▾



Financial Integrity Rating System of Texas

2011-2012 DISTRICT STATUS DETAIL

Name: BEEVILLE ISD (013901)	Publication Level 1: 6/21/2013 3:05:18 PM
Status: Passed	Publication Level 2: None
Rating: Superior Achievement	Last Updated: 6/21/2013 3:05:18 PM
District Score: 69	Passing Score: 52

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	4/26/2013 4:23:32 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</u>	4/26/2013 4:23:33 PM	Yes

	<u>than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>		
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	4/26/2013 4:23:33 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	4/26/2013 4:23:33 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/26/2013 4:23:34 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/26/2013 4:23:34 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater</u>	4/26/2013 4:23:34 PM	5

Than 98%?

8	<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>	4/26/2013 4:23:35 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	4/26/2013 4:23:35 PM	4
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/26/2013 4:23:35 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	4/26/2013 4:23:35 PM	5
12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total</u>	4/26/2013 4:23:36 PM	5

<u>Revenues, Other Resources and Fund Balance In General Fund?</u>			
13	<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>	4/26/2013 4:23:36 PM	5
14	<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>	4/26/2013 4:23:36 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/26/2013 4:23:37 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/26/2013 4:23:37 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges</u>	4/26/2013 4:23:37	5

	<u>Shown Below According To District Size?</u>	PM	
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	4/26/2013 4:23:38 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/26/2013 4:23:38 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	4/26/2013 4:23:38 PM	5
			69 Weighted Sum
			1 Multiplier Sum
			69 Score

DETERMINATION OF RATING

A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4?
OR Did The District Answer 'No' To Both 5 and 6? If So,
 The District's Rating Is **Substandard Achievement**.

B. Determine Rating By Applicable Range For summation of
 the indicator scores (Indicators 7-20)

Superior Achievement	64-70
Above Standard Achievement	58-63
Standard Achievement	52-57
Substandard Achievement	<52

INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios		Indicator 17	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

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



Disclosures

BOARD/SUPERINTENDENT DISCLOSURES

Disclosures required by Commissioners Rules (109.1005(b)2(B) require the disclosure of the following:

1. A copy of the superintendent's current contract. (The contract may be placed on the school's district internet site in lieu of publication in the management report).
2. A summary of reimbursements to the superintendent and each board member for expenses related to meals, lodging, transportation, motor fuel and other items.
3. A summary schedule listing the amount paid to the superintendent by other entities for professional consulting or other professional services.
4. A summary of each board members gifts for the year that exceeded \$250 in value.
5. A summary schedule of the dollar amount each board member was paid for business transactions with the district.

A Summary Schedule Follows This Page

Reporting requirements for the financial management report for Schools FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System**. This rule describes requirements for the five (5) disclosures explained below that are to be presented as appendices in the Schools FIRST financial management report.

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2014. In lieu of publication in the Schools FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEE §

THIS CONTRACT ("Contract") is made by and between the Board of Trustees (the "Board") of the Beeville Independent School District (the "District") and Linda Sue Thomas ("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 Term. 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 beginning on July 1, 2014 and ending on June 30, 2017. The District, by the action of the Board, and with the consent and approval of the Superintendent, may extend the term of this Contract as permitted by state law.

1.2 Tenure. 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 state law, the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules and regulations as they, exist or may hereafter be amended.

2.2 Professional Certification. As a condition of this contract, 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 Texas Education Agency and all other certificates required by law. The Superintendent shall immediately inform the Board if and when she fails to comply with this requirement.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position, without the Superintendent's express written consent.

2.4 Professional Liability. The District's School Board Legal Liability policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Agreement. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District, including matters arising after the term of this contract expires but which relate to events occurring during the Superintendent's employment with the District.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$119,600) as base salary. The base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Performance Incentive. The Board has set aside and designated an additional sum of TEN THOUSAND DOLLARS (\$10,000) to be added to the Superintendent's salary as a performance incentive; such performance incentive shall be included in the Superintendent's annual salary only upon the Board's determination that the Superintendent has attained three District improvement goals established by the Board and communicated to the Superintendent in the appraisal process. In the event the Board determines that the three District improvement goals have not been attained within the time period designated by the Board, no performance incentive shall be due. The parties agree that the Board's decision that the three District improvement goals have not been achieved shall be binding on all parties, and failure to award a performance incentive shall not be construed as a reduction in salary under this Contract. The parties hereto agree and acknowledge that a decision not to award a performance incentive shall not give rise to any claim or cause of action under Texas Education Code, Chapter 21.

3.3 Salary Adjustments. At any time during the term of this Contract, the Board, may, in its discretion, review and adjust the salary of the Superintendent, subject to state law requirements regarding such pay adjustments, 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 in the form of a new contract.

3.4 Insurance. The District shall pay the Superintendent's health insurance premium through TRS Care.

3.5 Expenses. The District shall pay to the Superintendent the sum of Three Hundred and No/100 Dollars (\$300.00) per month for all in-district travel and expenses.

The Superintendent shall use a District automobile for travel outside of the school district whenever it is available. Otherwise, the District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the school district when a District automobile is not available; such costs may include, but are not limited to gasoline, hotels, and accommodations, meals, rental cars, 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 policy for travel outside of the school district.

3.6 Cellular Telephone and Laptop Computer. The District recognizes that in order for the Superintendent to meet the District's expectations with respect to the exercise of the Superintendent's duties, it shall be necessary for the Superintendent to possess a laptop computer and cellular telephone. Therefore, the Superintendent shall be provided with a personal cellular telephone and a laptop computer as additional compensation under this Agreement. The District shall pay the Superintendent a stipend of Seventy Dollars (\$70) per month to compensate the Superintendent for cellular telephone charges incurred on behalf of District. The District shall also provide computer support and repair services for the laptop computer during the term of this agreement. If the Superintendent should leave the District prior to June 30, 2013, she shall reimburse the District for the telephone and laptop computer equipment in an amount equal to the purchase price of the equipment, less 33% for each year the equipment was in use; in the alternative, the Superintendent may return the equipment to the District.

3.7 Professional Growth. 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 membership in professional organizations and the Superintendent's reasonable active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District, including payment of dues for two professional organizations to be selected by the Superintendent. Additionally, the District shall pay the Superintendent's membership dues to one (1) local civic club or organization.

3.8 Vacation, Holiday, and Personal Leave. 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 (12) 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 (12) month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve (12) month contracts.

3.9 Relocation Expenses. Within 30 days of the effective date of this Agreement, the Superintendent shall receive a one-time payment of \$2,000 to compensate the Superintendent for the cost of relocating to Beeville, Texas.

IV. Review of Performance

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law. A copy of each evaluation of the Superintendent and any other memos from the Board to the Superintendent shall be maintained by the Superintendent for the Board of Trustees in a confidential file in the Central Office.

V. Renewal or Nonrenewal of Employment Contract

5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.

VI. Termination of Employment Contract

6.1 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.

6.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.3 Consolidation. A determination by the Board that consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

6.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.

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

6.6 Resignation. The Superintendent shall be entitled to resign her employment with the District as provided by the Texas Education Code §21.212(e) and other applicable laws.

Article VII. Miscellaneous

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

7.2 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.

7.3 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.

7.4 Savings Clause. In the event any one or more of the provisions contained in this Contract, shall for any reason, to 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.

BEEVILLE INDEPENDENT SCHOOL DISTRICT

By: *Nick Cardenas*
Nick Cardenas, President
Board of Trustees

EXECUTED January 21, 2014.

By: *Linda Sue Thomas*
Linda Sue Thomas
Superintendent of Schools

EXECUTED January 21, 2014.



Disclosures

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2013

For the Twelve-month Period Ended August 31, 2013								
Description of Reimbursements	Superintendent	CARDENAS	SALAZAR/ MALDONADO	BEIR	HUIE	MARTIN	FISH	ELIZALDE
Meals	\$ ----	\$ ----	\$ ----	\$ ----	\$ ----	\$ ----	\$ ----	\$ ----
Lodging	----	----	----	----	----	----	----	----
Transportation	----	138.10	138.10	286.74	138.10	458.34	0	0
Motor Fuel								
Other								
Total	0	\$ 138.10	\$ 138.10	\$ 286.74	\$ 138.10	\$ 458.34	\$ 0	0

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2013, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.

Motor fuel – Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2013

For the Twelve-Month Period Ended August 31, 2013	
Name(s) of Entity(ies)	
	\$
Total	\$ -0-

Note – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



Disclosures

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2013

For the Twelve-Month Period Ended August 31, 2013								
	Superintendent	CARDENAS	SALAZAR/ MALDONADO	BEHR	HUIE	MARTIN	FISH	ELIZALDE
Summary Amounts	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Note -- An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



Disclosures

5. Business Transactions Between School District and Board Members for Fiscal Year 2013

For the Twelve-Month Period Ended August 31, 2013	CARDENAS	SALAZAR/ MALDONADO	BEHR	HUIE	MARTIN	FISH	ELIZALDE
Summary Amounts	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

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



Disclosures

6. A summary schedule of the data submitted to the Texas Education Agency for the financial solvency provisions of Texas Education Code, §39.0822.

A. Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC Section 39.0822

General Fund – First Quarter Expenditures by Object Code

Report 2013-14 First-Quarter (first three months of fiscal year 2013-14) General Fund expenditure by object code whole numbers.

Payroll	Expenditures for payroll costs	Object codes 6110-6149	4,082,298
Contract Costs	Expenditures for services rendered by firms, individuals, and other organizations	Object code series 6200	551,866
Supplies and Materials	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	337,494
Other Operating	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	Object code series 6400	102,678
Debt Service	Expenditures for debt service	Object code series 6500	-0-
Capital Outlay	Expenditures for land, buildings, and equipment	object code series 6600	56,348



Disclosures

B. Districts with a September 1-August 31 fiscal year
Within the last two years, did the school district:

	Check the Answer	Yes	No
Draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and			X
For the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?			X

C. Financial exigency disclosure:

	Check the Answer	Yes	No
Has the school district declared financial exigency within the past two years?			X



Disclosures

D. Selected trend information.

Did the report supplemental comments or explanations for significant trends or measures involving:

	Check the Answer	Yes	No
Student-to-staff ratios?			X
Fund Balances in General Fund?			X
Major construction projects			X
Defaulted on any debts within past two years			X
Budget figures and projected revenues and expenditures?			X
Other?			

If yes, excerpt comments or explanations provided to TEA below.

E. Superintendent:

How many superintendents has your school district had in the last five years?	1
-------------------------------------------------------------------------------	---

F. Business Manager:

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