

**Beeville ISD**  
**BOARD OF TRUSTEES**

Date: September 17, 2013 Presented By: Linda O'Connell

Subject: FIRST Report 2011-2012 Related Page(s)

**Information**

**BACKGROUND INFORMATION:**

Beeville ISD received official notification that the district was rated "Superior Achievement" under Texas Schools FIRST (Financial Rating System of Texas) for the 2011-2012 school year.

**RECOMMENDATION:**

Information Only

**BOARD ACTION REQUIRED:**

No Action Required

**ANNUAL SCHOOL  
MANAGEMENT REPORT  
AS REQUIRED BY  
CHAPTER 109 SUBCHAPTER AA  
COMMISSIONER OF EDUCATION RULES  
FOR THE YEAR  
2011-2012**

**(This report was developed from the FIRST Communications Kit  
developed by Texas Association of School Business Officials)**

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**Texas Education Agency F.I.R.S.T. Report 2010-2011**

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- 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**

# Section I

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

The 76<sup>th</sup> 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.

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 Financial Integrity Resource System of Texas requires each school district in Texas to prepare an annual financial management report that includes the following:

- The district's financial management performance rating provided 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; 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. Those disclosures include the following:

- 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.
- any additional information that the district's board of trustees deems useful.

# Section II

**User: Linda OConnell****User Role: District****FIRST RATING FOR FISCAL YEAR 2011-2012** ▼

Select An Option ▼

**FIRST****Financial Integrity Rating System of Texas****2011-2012 DISTRICT STATUS DETAIL**

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

	<u>Than 98%?</u>		
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) &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>	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 &lt; 20% Over Two Fiscal Years?(If Total Revenues &gt; 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

<b>A.</b> Did The District Answer ' <b>No</b> ' To Indicators 1, 2, 3 Or 4? <b>OR</b> Did The District Answer ' <b>No</b> ' 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 7-20)	
<b>Superior Achievement</b>	64-70
<b>Above Standard Achievement</b>	58-63
<b>Standard Achievement</b>	52-57
<b>Substandard Achievement</b>	<52

**INDICATOR 16 & 17 RATIOS**

<b>Indicator 16</b>	Ranges for Ratios		<b>Indicator 17</b>	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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suggestions to [schoolaudits@tea.state.tx.us](mailto:schoolaudits@tea.state.tx.us)**

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**THE TEXAS EDUCATION AGENCY  
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78701 • (512) 463-9734**

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YEAR 2010-2011 ▼ Select An Option



## Financial Integrity Rating System of Texas

## 2010-2011 DISTRICT STATUS DETAIL

<b>Name: BEEVILLE ISD(013901)</b>		<b>Publication Level 1: 6/28/2012 12:33:14 PM</b>	
<b>Status: Passed</b>		<b>Publication Level 2: 9/20/2012 3:18:39 PM</b>	
<b>Rating: Superior Achievement</b>		<b>Last Updated: 9/20/2012 3:18:39 PM</b>	
<b>District Score: 68</b>		<b>Passing Score: 52</b>	
#	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>	6/15/2012 2:39:35 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>	6/15/2012 2:39:35 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>	6/15/2012 2:39:36 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>	6/15/2012 2:39:36 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/15/2012 2:39:36 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any</u>	6/15/2012	Yes

	<u>Instance(s) Of Material Weaknesses In Internal Controls?</u>	2:39:37 PM	
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	6/15/2012 2:39:37 PM	4
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>	6/15/2012 2:39:37 PM	5
9	<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>	6/15/2012 2:39:38 PM	4
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/15/2012 2:39:38 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>	6/15/2012 2:39:38 PM	5
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>	6/15/2012 2:39:39 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>	6/15/2012 2:39:39 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>	6/15/2012 2:39:39 PM	5

15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	6/15/2012 2:39:40 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:39:40 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:39:40 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If Total Revenues &gt; Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	6/15/2012 2:39:41 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/15/2012 2:39:41 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>	6/15/2012 2:39:41 PM	5
			68 Weighted Sum
			1 Multiplier Sum
			68 Score

### DETERMINATION OF RATING

A. 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. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)	
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<b>Above Standard Achievement</b>	58-63

<b>Standard Achievement</b>	52-57
<b>Substandard Achievement</b>	<52

**INDICATOR 17 & 18 RATIOS**

<b>Indicator 17</b>	<b>Ranges for Ratios</b>		<b>Indicator 18</b>	<b>Ranges for Ratios</b>	
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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**

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Suspension Reason.

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# Section III

## 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, 2013 and ending on June 30, 2016. 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 FIFTEEN THOUSAND DOLLARS (\$115,000) 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

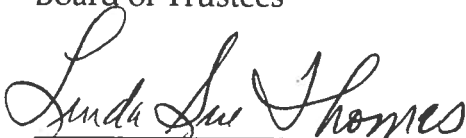
policies or any such permissive law during the term of the Contract.

**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, President  
Board of Trustees

EXECUTED February 19, 2013.

By:   
Linda Sue Thomas  
Superintendent of Schools

EXECUTED February 19, 2013.

# School FIRST Annual Financial Management Report

## BEEVILLE INDEPENDENT SCHOOL DISTRICT

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Effective 2/3/11. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

### Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may choose 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.

### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
Ended August 31, 2012

Description of Reimbursements	Superintendent	Board			Board			Board		
		Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7	Member 8	Member 9
Meals	0	0	23	0	0	42.28	0	42.00	0	0
Lodging	0	0	0	0	0	0	0	373.04	0	0
Transportation	0	157.98	90.71	90.71	90.71	67.27	0	90.70	0	0
Motor Fuel	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
Total	\$0.00	\$157.98	\$113.71	\$90.71	\$90.71	\$109.55	\$0.00	\$505.75	\$0.00	\$0.00

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals - Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

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

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

### Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period  
Ended August 31, 2012

Name(s) of Entity(ies) Amount Received  
0

Total

\$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)  
(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period  
Ended August 31, 2012

	Board						
	Superintendent	Member 1	Member 2	Member 3	Member 4	Member 5	Member 6
Total	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 for local officials.

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period  
Ended August 31, 2012

	Board						
	Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7
Amounts	0	0	0	0	0	0	0

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

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

General Fund - First-Quarter Expenditures By Object Code

**Report 2011-2012 first-quarter (first three months of fiscal year 2011-2012) GENERAL FUND expenditures by object code using whole numbers**

<b>Payroll-</b> Expenditures for payroll costs	
<b>Contract Costs-</b> Expenditures for services rendered by firms, individuals, and other organizations	object codes 6110-6149
<b>Supplies and Materials-</b> Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6200
<b>Other Operating-</b> Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6300
<b>Debt Service-</b> Expenditures for debt service	object code series 6400
<b>Capital Outlay-</b> Expenditures for land, buildings, and equipment	object code series 6500
	object code series 6600
	3,683,472
	542,973
	238,575
	33,579
	0
	35,130

Additional Financial Solvency Questions

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

Within the last two years, did the school district

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

Yes	No
	X
	X

Districts with a July 1- June 30 fiscal year:

Within the last two years, did the school district

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

n/a	n/a
n/a	n/a

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

X

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

<u>Mean Enroll-to-Teacher Ratio</u>	<u>95% of Mean Enroll-to-Teacher Ratio</u>	<u>School District Size</u>
8.30	7.05	Under 100
9.54	8.11	100 to 249
10.80	9.18	250 to 499
11.54	9.81	500 to 999
12.65	10.75	1,000 to 1,599
13.65	11.60	1,600 to 2,999
14.43	12.26	3,000 to 4,999
14.97	12.73	5,000 to 9,999
15.12	12.86	10,000 to 24,999
15.27	12.98	25,000 to 49,999
15.44	13.12	50,000 and Over

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

2

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

1