

**Beeville ISD
BOARD OF TRUSTEES**

Date: November 17, 2015 Presented By: Erasmo Rodriguez

Subject: FIRST Report for 2014-2015 Related Page(s) _____

Information

BACKGROUND INFORMATION:

Beeville ISD received official notification that the district was Passed under Texas' Schools FIRST (Financial Rating System of Texas). The 2014-2015 ratings are based on School Year 2013-2014 data.

RECOMMENDATION:

Information only.

BOARD ACTION REQUIRED:

No action required.



COMMUNICATION RESOURCES KIT

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Revised August 2015

User: Linda OConnell
 User Role: District

RATING YEAR



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Financial Integrity Rating System of Texas

2014-2015 RATINGS BASED ON SCHOOL YEAR 2013-2014 DATA - DISTRICT STATUS DETAIL

Name: BEEVILLE ISD(013901)

Publication Level 1: 8/20/2015 11:24:40 AM

Status: Passed

Publication Level 2: 8/20/2015 11:24:40 AM

Rating: Pass

Last Updated: 8/20/2015 11:24:40 AM

District Score: 30

Passing Score: 16

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	4/6/2015 2:25:01 PM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	4/6/2015 2:25:01 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	4/6/2015 2:25:02 PM	Yes
4	<u>Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)</u>	7/30/2015 12:10:51 PM	Yes
			1 Multiplier Sum
5	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	7/15/2015 11:44:20 AM	10
6	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</u>	8/17/2015 5:40:20 PM	10

7	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	4/6/2015 2:25:03 PM	10
			30 Weighted Sum
			1 Multiplier Sum
			30 Score

DETERMINATION OF RATING

- A. Did The District Answer 'No' To Indicators 1, 2, 3, Or 4? If So, The District's Rating Is **Substandard Achievement**.
- B. Determine Rating By Applicable Range For Summation of the Indicator Scores (Indicators 5-7)

Pass	16-30
Substandard Achievement	<16

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

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, 2015 and ending on June 30, 2018. 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

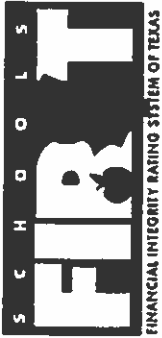
policies or any such permissive law during the term of the Contract.

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:  EXECUTED February 17, 2015.
Nick Cardenas, President
Board of Trustees

By:  EXECUTED February 17, 2015.
Linda Sue Thomas
Superintendent of Schools



Disclosures

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2014

For the Twelve-month Period Ended June 30 or August 31, 2014		Cardenas	Salazar/ Maldonado	Behr	E. Salazar	Martin	Beasley	Elizalde	Fish	Huie
Description of Reimbursements	Superintendent									
Meals	\$ 158.48	\$ 131.66	\$ 300.06	\$ 209.47	\$ 104.67	\$ 209.47	\$ -----	\$ -----	\$ 104.80	\$ 104.80
Lodging	-----	1,386.03	808.09	1,329.74	27.17	1,101.99	-----	-----	\$ 619.62	-----
Transportation	343.78	-----	-----	343.78	-----	-----	-----	-----	\$ 343.78	-----
Motor Fuel										
Other	-----	645.00	350.00	645.00	350.00	350.00	-----	-----	\$ 295.00	-----
Total	\$ 502.26	\$2,162.69	\$1,458.15	\$2,527.99	\$ 481.84	\$1,661.46	\$ -----	\$ -----	\$1,363.20	\$ 104.80

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2014, 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.

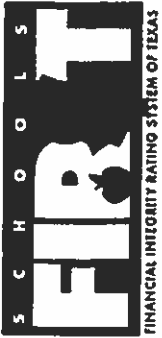


Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2014

For the Twelve-Month Period Ended June 30 or August 31, 2014	
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.

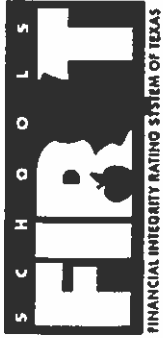


Disclosures

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2014

For the Twelve-Month Period Ended June 30 or August 31, 2014									
Summary Amounts	Superintendent	Cardenas	Salazar/ Maldonado	Behr	E. Salazar	Martin	Beasley	Elizalde	
	\$0	\$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. (Any gifts received by their immediate family as described in Government Code, Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity will be reported under the applicable school official.)



Disclosures

5. Business Transactions Between School District and Board Members for Fiscal Year 2014

For the Twelve-Month Period Ended June 30 or August 31, 2014	Cardenas	Salazar/ Maldonado	Behr	E. Salazar	Martin	Beasley	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.