

YEAR 2009-2010

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FIRST

Financial Integrity Rating System of Texas

2009-2010 DISTRICT STATUS DETAIL

Name: RIVER ROAD ISD(188902)		Publication Level 1: 6/17/2011 9:03:31 AM	
Status: Passed		Publication Level 2: 8/31/2011 1:00:45 PM	
Rating: Superior Achievement		Last Updated: 8/31/2011 1:00:45 PM	
District Score: 75		Passing Score: 56	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	4/25/2011 8:51:49 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	4/25/2011 8:51:49 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	4/25/2011 8:51:49 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	4/29/2011 3:51:20 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/25/2011 8:51:49 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/25/2011 8:51:50 PM	Yes
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically</u>	4/25/2011	5

	<u>Unacceptable?</u>	8:51:50 PM	
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/25/2011 8:51:50 PM	5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	5/10/2011 10:10:31 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	4/25/2011 8:51:51 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/25/2011 8:51:51 PM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	4/25/2011 8:51:51 PM	5
13	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	4/25/2011 8:51:51 PM	5
14	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	5/10/2011 4:14:22 PM	5
15	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	4/25/2011 8:51:52 PM	5
16	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/25/2011 8:51:52 PM	5
17	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/25/2011 8:51:52 PM	5
18	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/25/2011 8:51:52 PM	5
19	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance</u>	4/25/2011 8:51:53 PM	5

	<u>And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>		
20	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	4/25/2011 8:51:53 PM	5
21	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/25/2011 8:51:53 PM	5
22	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	4/25/2011 8:51:53 PM	0
			75 Weighted Sum
			1 Multiplier Sum
			75 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 7-22)		
	Superior Achievement	72-80 and Yes to indicator 7	
	Above Standard Achievement	64-71 or ≥ 72 and No to indicator 7	
	Standard Achievement	56-63	
	Substandard Achievement	<56 or No to one default indicator	

INDICATOR 17 & 18 RATIOS

Indicator 17	Ranges for Ratios		Indicator 18	Ranges for Ratios	
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

OPTIONS

Update Unpassed	Update All	Lower Publication Level	Suspend
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Suspension Reason.

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

THE TEXAS EDUCATION AGENCY

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STATE OF TEXAS §
 §
COUNTY OF POTTER §

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT'S CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the River Road Independent School District (the "District") and Randy Owen (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this Contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a twelve-month basis for a term of five years, commencing on July 1, 2012 and ending on June 30, 2017.
2. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. Failure of Superintendent to comply with this section shall render this Contract void.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior notice to the Board President, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Superintendent shall be invited to attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's performance, the Superintendent's evaluation, any matter involving the Superintendent and his immediately family, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal.

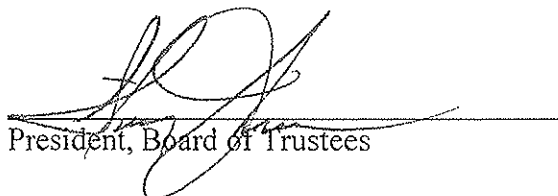
6. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
7. The District agrees that it shall, to the extent permitted by applicable law, but not otherwise, defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal investigation and criminal defense litigation. The Board shall provide professional liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent to the extent that other employees of the District are provided such coverage for serving as employees. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.
8. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of one twenty-four thousand two hundred sixty-six and 31/100 Dollars (\$124,266.31). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
 - (b) At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 5(a) of this Contract.
 - (c) Other Benefits.
 - i. *Expenses.* The District shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the District, provided the Superintendent complies with all procedures and documentation requirements in accordance with Board policy.
 - ii. *Insurance.* The District shall pay on behalf of the Superintendent the same amount towards premiums for District provided group health insurance as the District does for all its employees.

- iii. *Automobile.* The Board agrees to pay the Superintendent a car allowance of \$500.00 per month in lieu of maintenance and mileage expense reimbursements for travel to destinations within the District.
- iv. *Mobile Phone Allowance:* The District shall pay the Superintendent a mobile phone allowance of \$150.00 per month, but not more. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.
- v. *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will not interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same amount of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.
- vi. *Professional Growth.* To encourage the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.
- vii. *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs as approved by the Board. The reasonable expense of such activities shall be borne by the District.
- viii. *Insurance.* The Board will pay the premiums for Superintendent's TASA professional liability insurance coverage or other substantially similar coverage to the extent available.

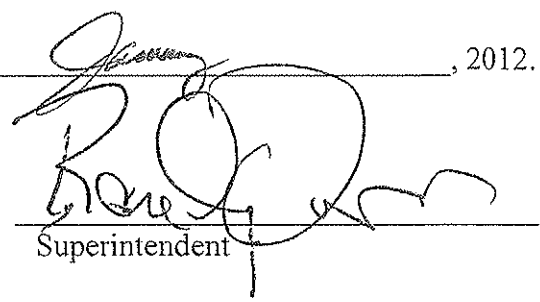
9. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
10. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Contract. The evaluation shall occur in January of each year for the duration of this contract. The evaluation format and procedure shall comply with this Contract, Board policy and state law. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District's goals. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
11. 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. In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.
12. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
13. A determination by the board that a consolidation of the District with one or more other school districts requires that the Agreement be terminated during the term shall constitute good cause for dismissal.
14. The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed upon terms and conditions.
15. Renewal or nonrenewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 2 months before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
16. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.

17. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
18. 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.
19. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician selected by the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his or her essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board and shall be confidential to the extent permitted by applicable law.
20. Based upon the Board's direction and recommendation, the Superintendent will submit annually to the Board for its consideration and possible adoption, at the regular meeting of the Board in December of each year, a set of preliminary goals for the District.
21. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties. This Contract may not be amended except by written agreement of the parties.
22. In the event of any conflict between the terms, conditions, and provisions of this 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.

SIGNED THE 9th DAY OF January, 2012.



President, Board of Trustees



Superintendent

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30, 2011

Category of Reimbursement	<u>Randy Owen</u> Supt.	<u>Stacey Johnson</u> Board President	<u>Beverley Newman</u> Board V.P.	<u>Buster Henderson</u> Board Secretary	<u>Karla Anderson*</u> Board Member	<u>Jamie Gillmore</u> Board Member	<u>Robbie Norman</u> Board Member	<u>Kelly Venable</u> Board Member
Meals	\$701.17	\$565.17	\$166.00	\$221.16	\$0.00	\$493.17	\$295.17	\$230.00
Lodging	\$1,395.50	\$971.86	\$330.78	\$766.43	\$0.00	\$783.29	\$452.50	\$330.78
Transportation	\$1,544.55	\$1,201.91	\$322.51	\$742.76	\$0.00	\$732.76	\$619.56	\$631.21
Motor Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$820.00	\$625.00	\$295.00	\$625.00	\$0.00	\$625.00	\$330.00	\$625.00
Total	\$4,461.22	\$3,363.94	\$1,114.29	\$2,355.35	\$0.00	\$2,634.22	\$1,697.23	\$1,816.99

All "reimbursement" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase orders are reported. Items 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 (includes fuel on rentals, 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 members that are 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 June 30, 2011

	<u>Amount Received</u>
Randy Owen	\$0.00
Total	<hr/> \$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 the Superintendent and Board Members (and First Degree Relatives, if any)

(For gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period
Ended June 30, 2011

	<u>Randy Owen</u>	<u>Stacey Johnson</u>	<u>Beverley Newman</u>	<u>Buster Henderson</u>	<u>Karla Anderson*</u>	<u>Jamie Gillmore</u>	<u>Robbie Norman</u>	<u>Kelly Venable</u>
	Supt.	Board President	Board V.P.	Board Secretary	Board Member	Board Member	Board Member	Board Member
Doner	none	none	none	none	none	none	none	none
<hr/>								
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Note: Karla Anderson's resignation was accepted by the Board in October, 2010.

Business Transactions Between River Road ISD and Board Members

For the Twelve-Month Period
Ended June 30, 2011

	<u>Stacey Johnson</u> Board President	<u>Beverley Newman</u> Board V.P.	<u>Buster Henderson</u> Board Secretary	<u>Karla Anderson*</u> Board Member	<u>Jamie Gillmore</u> Board Member	<u>Robbie Norman</u> Board Member	<u>Kelly Venable</u> Board Member
Amount	None	None	None	None	None	None	None
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

* Note: Karla Anderson's resignation was accepted by the Board at their October 2010 meeting.

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.

Payroll	Expenditures of payroll costs	object codes 6110-6149	<u>\$1,084,051</u>
Contract Costs	Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	<u>\$350,348</u>
Supplies & Materials	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	<u>\$326,079</u>
Other Operating	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	<u>\$129,905</u>
Debt Service	Expenditures for debt service	object code series 6500	<u>\$0</u>
Capital Outlay	Expenditures for land, buildings, and equipment	object code series 6600	<u>\$0</u>

Additional Financial Solvency Questions

- | | Yes | No |
|---|-------------------|------------------|
| 1) 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? | <u> </u> | <u> X </u> |
| 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? | <u> </u> | <u> X </u> |
| 2) Has the school district declared financial exigency within the past two years? | <u> </u> | <u> X </u> |
| 3) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, 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. | | |

Mean Enroll-to-Teacher Ratio	85% of Mean Enroll- to-Teacher Ratio	School District Size
12.65	10.75	1,000 to 1,599

The school district's enrollment-to-teacher ratio of 15.7399 is higher than (not below) the mean of 12.65 for districts with enrollments between 1,000 and 1,599 students. There have not been any rapid depletions of General Fund balances and there have not been any significant discrepancies between actual budget figures and projected revenues and expenditures. The district remains frugal in its operations.

- | | |
|--|------------------|
| 4.) How many superintendents has RRISD had in the last five years? | <u> 1 </u> |
| 5.) How many business managers has RRISD had in the last five years? | <u> 2 </u> |