



***Management Report
Fiscal Year 2007***

***Gatesville I.S.D.
October 20, 2008***

User Role: District

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2006-2007

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Financial Integrity Rating System of Texas

2006-2007 DISTRICT STATUS DETAIL

Name: **GATESVILLE ISD(050902)**

Publication Level 1: 6/9/2008 1:55:51 PM

Status: **Passed**

Publication Level 2: 8/21/2008 1:46:21 PM

Rating: Superior Achievement

Last Updated: 8/21/2008 1:46:21 PM

District Score: 80

Passing Score: 55

| # | Indicator Description | Updated | Score |
|---|---|-------------------------|-------|
| 1 | <u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u> | 4/17/2008 3:52:51 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> | 4/17/2008 3:52:51 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> | 4/17/2008 3:52:51 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> | 4/17/2008 3:52:51 PM | Yes |
| 5 | <u>Was There An Unqualified Opinion in Annual Financial Report?</u> | 4/17/2008 3:52:51 PM | Yes |

| | | | |
|----|---|--------------------------|------------------------|
| 6 | <u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u> | 4/17/2008 3:52:52 PM | Yes |
| | | | 1 Multiplier Sum |
| 7 | <u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u> | 4/17/2008 3:52:52 PM | 5 |
| 8 | <u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u> | 4/17/2008 3:52:52 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> | 4/17/2008 3:52:52 PM | 5 |
| 10 | <u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$250.00 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> | 4/17/2008 3:52:52 PM | 5 |
| 11 | <u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u> | 4/17/2008 3:52:52 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> | 4/17/2008 3:52:53 PM | 5 |
| 13 | <u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Functions 11, 36, 93, 95) (Phased in over three years, 55% for 2006-2007; 60% for 2007-2008; and 65% for 2008-2009)</u> | 4/25/2008 11:50:42 AM | 3 |
| 14 | <u>Was The Percent Of Operating Expenditures Expended For Instruction More Than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)</u> | 4/17/2008 3:52:53 PM | 3 |
| 15 | <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> | 4/17/2008 3:52:53 PM | 5 |

| | | | |
|----|---|-------------------------|-----------------------|
| 16 | <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> | 4/17/2008 3:52:53 PM | 5 |
| 17 | <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> | 4/17/2008 3:52:53 PM | 5 |
| 18 | <u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u> | 4/17/2008 3:52:54 PM | 5 |
| 19 | <u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u> | 4/17/2008 3:52:54 PM | 5 |
| 20 | <u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u> | 4/17/2008 3:52:54 PM | 5 |
| 21 | <u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u> | 4/17/2008 3:52:54 PM | 0 |
| 22 | <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> | 4/17/2008 3:52:54 PM | 5 |
| 23 | <u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u> | 4/17/2008 3:52:54 PM | 5 |
| 24 | <u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u> | 4/17/2008 3:52:55 PM | 4 |
| | | | 80 Weighted Sum |
| | | | 1 Multiplier Sum |
| | | | 80 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 7-24)

| | |
|-----------------------------------|--|
| Superior Achievement | 75-85 and Yes to indicator 7 |
| Above Standard Achievement | 65-74 or ≥ 75 and No to indicator 7 |
| Standard Achievement | 55-64 |
| Substandard Achievement | < 55 or No to one default indicator |

INDICATOR 19 & 20 RATIOS

| Indicator 19 | Ranges for Ratios | | Indicator 20 | Ranges for Ratios | |
|--|-------------------|------|--|-------------------|------|
| | Low | High | | Low | High |
| District Size - Number of Students Between | | | District Size - Number of Students Between | | |
| < 500 | 7 | 22 | < 500 | 5 | 14 |
| 500-999 | 10 | 22 | 500-999 | 5.8 | 14 |
| 1000-4999 | 11.5 | 22 | 1000-4999 | 6.3 | 14 |
| 5000-9999 | 13 | 22 | 5000-9999 | 6.8 | 14 |
| ≥ 10000 | 13.5 | 22 | ≥ 10000 | 7.0 | 14 |

OPTIONS

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

THE **TEXAS EDUCATION AGENCY**

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



Disclosures

1. Superintendent's Employment Contract

Attached is the superintendent's employment contract that is effective October 20, 2008, the date of the Schools FIRST hearing.

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2007

| For the Twelve-month Period Ended August 31, 2007 | R. Copp | Norris | Erwin | Leib | Davidson | Fincher | Maxwell | Jones | Byrom |
|---|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Description of Reimbursements | Superint. | Board Member | Board Member | Board Member | Board Member | Board Member | Board Member | Board Member | Board Member |
| Meals | \$171.30 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Lodging | 872.17 | | | | | | | | |
| Transportation | 2142.00 | | | 25.20 | | | | | |
| Motor Fuel | | | | | | | | | |
| Other | 839.00 | 154.29 | 439.29 | 424.29 | 439.28 | 439.29 | 439.28 | 350.00 | 139.28 |
| Total | \$4024.47 | \$154.29 | \$439.29 | \$449.49 | \$439.28 | \$439.29 | \$439.28 | \$350.00 | \$139.28 |

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2007

| For the Twelve-Month Period Ended August 31, 2007 | |
|---|---------------|
| Name(s) of Entity(ies) | |
| | |
| NONE | \$0.00 |
| | |
| Total | \$0.00 |

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CORYELL

THIS AGREEMENT is made and entered into this, the 4th day of August 2008, by and between the Board of Trustees of the Gatesville Independent School District and Stewart Speer, Superintendent.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 23.28 of the Texas Education Code, have agreed, and do hereby agree, as follows:

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; of three (3) years, two-hundred thirty (230) days per year, commencing on August 30, 2008 and ending on June 30, 2011. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
- The Board has not adopted any policy, rule, regulation, law, or practice providing 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.

Employment

- Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall further be the duty of the Superintendent to organize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, diligence and expertise.
- Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency and all other certificates required by law.
- Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

- Board Meetings. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.
- Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

Compensation

- Salary. The District shall provide the Superintendent with a minimal annual salary in the sum of eighty-four thousand five hundred dollars (\$84,500). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policies.
- Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- Other Benefits. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

Automobile Expense Benefit Option

The District shall reimburse the Superintendent, at the annually established per mile rate for all out-of-district travel incurred by an employee of the District in the continuing performance of his/her duties.

Cell Phone Benefit

The District shall provide the Superintendent with a cell phone package with a 450 rollover minute limit. The Superintendent will reimburse the District for any usage over the provided package.

Insurance Benefit Options

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

Vacation, Holidays, Sick Leave Benefit Option

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

Professional Growth Benefit Option

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

Outside Consultant Activities, Etc., Benefit Options

The Superintendent shall devote his time, attention, and energy to the business of the school district; however, the Superintendent may serve as a consultant, lecturer, or engage in writing activities or other activities at his discretion and receive a reimbursement of expenses and/or be paid an honorarium for such consultant services at no expense to the District. In such cases, the honoraria paid the Superintendent in connection with such activities shall be retained by the Superintendent. If such activities occur on contract dates, the Superintendent must take personal or vacation days. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

Civic Activities, Etc., Benefit Options

The Superintendent is encouraged to participate in community and civic affairs.

Review of Performance

- Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- Confidentiality. 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 Superintendent from sharing the content of the Superintendent's evaluation with their prospective legal counsel.
- Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with Board's policies, and state and federal law.

Renewal or Nonrenewal of Employment Contract

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

Termination of Employment Contract

- Mutual Agreement. This contract can 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.
- Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.
- Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause.

Miscellaneous

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.

Gatesville Independent School District

ATTEST:

By: Stephen A. Norris M.D.
President, Board of Trustees

By: Linda Maxwell
Secretary, Board of Trustees

By: Stewart Speer
Superintendent of Schools

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CORYELL

SUPERINTENDENT'S TERM CONTRACT-ADDENDUM

THIS ADDENDUM is made and entered into this, the 28th day of August 2008, by and between the Board of Trustees of the Gatesville Independent School District and Stewart Speer, Superintendent.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 23.28 of the Texas Education Code, have agreed, and do hereby agree, to the following terms and conditions of employment as Superintendent for GISD as an addendum to the contract approved on August 4, 2008:

Compensation

- Salary. The District shall provide the Superintendent with a minimal annual salary in the sum of eighty-four thousand five hundred dollars (\$84,500) plus one thousand dollars (\$1,000) supplemental pay, and a one-time Rider 86 salary increase in the amount of three hundred fifty-three dollars (\$353) to be paid in December 2008. This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policies.

Gatesville Independent School District

ATTEST:

By: Stephen A. Norris M.D.
President, Board of Trustees

By: Linda Maxwell
Secretary, Board of Trustees

By: Stewart Speer
Superintendent of Schools