



***Management Report
Fiscal Year 2014***

***Gatesville I.S.D.
November 16, 2015***

Financial Integrity Rating System of Texas

2014-2015 RATINGS

Based Upon School Year 2013-2014 Data

District Status Detail

Name: GATESVILLE ISD (50902)	Publication Level 1: 8/20/2015
Status: Passed	Publication Level 2: 8/20/2015
Rating: Pass	Last Updated: 8/20/2015
District Score: 30	Passing Score: 16

#	Indicator Description	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>	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>	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>	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>	Yes

#	Indicator Description	Score
5	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	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>	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>	10
	TOTAL SCORE	30

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



Disclosures

1. Superintendent’s Employment Contract

Attached is the superintendent’s employment contract that is effective October 15, 2015, the date of the Schools FIRST hearing.

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

Description of Reimbursements	Stewart Speer	Lisbeth Appelman	Deborah Ford	Amy Hays	Mary Anne Leib	Joe Nolte	Dr. Stephen Norris	Gerald Poe
	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Meals	\$9.00						\$40.21	
Lodging	\$147.15						\$434.96	
Transportation							\$160.00	
Motor Fuel								
Other	\$465.00	\$30.00		\$150.00			\$380.00	\$30.00
Total	\$621.15	\$30.00	\$0	\$150.00	\$0	\$0	\$1,015.17	\$30.00

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 August 31, 2014	
Name(s) of Entity(ies)	Amount
NONE	\$0
Total	\$0

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CORYELL

THIS AGREEMENT is made and entered into this, the 10th day of June 2015, by and between the Board of Trustees of the Gatesville Independent School District and **Eric L. Penrod, 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 forty-one (241) days in the first year and two-hundred thirty (230) days per year in the second and third years, commencing on June 16, 2015 and ending on June 30, 2018**. 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 one hundred twenty-two thousand dollars (\$122,000)**. The Superintendent is working 11 extra days in June 2015 and will be paid his daily rate for those 11 days in addition to the minimal annual salary of one hundred twenty-two thousand dollars (\$122,000). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policies. There will also be a one-time moving expense of three thousand dollars (\$3,000).
- 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.

Communication Allowance

The District shall provide the Superintendent with a communications allowance in the sum of seventy-five dollars (\$75) per month.

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, including chamber of commerce and civic clubs. GISD shall reimburse the Superintendent for membership dues and meal assessments, if any, in the Chamber of Commerce and one civic club of the Superintendent's choice.

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. Davis M.D.
President, Board of Trustees

By: Robert S. Appelm
Secretary, Board of Trustees

By: [Signature]
Superintendent of Schools