

**Sweeny Independent School District
Sweeny, Texas**

**2022 Annual Financial
Management Report – Schools FIRST
(Based on Fiscal Year 2020-2021 Data)**



**Daniel Fuller
Superintendent of
Schools**

**Kristin Effenberger
Chief Financial
Officer**

Introduction

The purpose of the financial accountability rating system is to ensure that the school districts will be held accountable for the quality of their financial management practices and achieve improved performance in the management of their financial resources. The system is designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes. The system will also disclose the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools. An evaluation of the long-term effectiveness of the system should disclose a measurable improvement in the quality of Texas public schools' financial decision-making processes. (Texas Administrative Code, Chapter 109)

Many business-related issues are covered in this report. The primary reporting tool, however, is the Financial Accountability Ratings Worksheet. Representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC) and the Texas Association of School Business Officials (TASBO) developed this worksheet. It is administered by TEA and calculated on information submitted to the Agency via our PEIMS submission each year and other documentation procured by TEA. The accuracy of PEIMS data has always been critical on the student side of the submission, and this reporting requirement adds a high degree of importance to our finance submission each year.

Background Information:

4 Ratings as of 2021

- A – Superior Achievement (90-100 points)
- B – Above Standard (80-89 points)
- C – Meets Standard (60-79 points)
- F – Substandard Achievement (less than 60 points)

Sweeny ISD's 2022 rating under School FIRST for 2022 was "**A = Superior Achievement**," with a score of 90 of 100 or 90 percent. This report briefly describes data used to calculate the rating and what each indicator means.

Financial Management Report

Every school district is required to prepare a Financial Management Report, present the report at a public hearing, and distribute the report to the district's parents present at the meeting. The Financial Management Report must include the:

- Schools Financial Integrity Rating System of Texas (FIRST)
- Disclosures
 - Copy of the Superintendent's current Employment Contract
 - Summary schedule of all reimbursements received by the Superintendent and each Board Member for the 2020-2021 fiscal year. This summary should include all travel expenses by category, such as lodging, meals, registration, etc.

- Summary schedule of the dollar amount of compensation and/or fees received by the Superintendent from another district or any other outside entity for professional consulting and/or personal services during the 2020-2021 fiscal year.
- Summary schedule of the total dollar amount of gifts [with an economic value of \$250 or more in the aggregate] received by the Superintendent and each Board Member during the 2020-2021 fiscal year. This requirement also includes the immediate family of the Superintendent and each Board Member.
- Summary schedule of the dollar amount by Board Member for the aggregate amount of business transactions with the school district.

RATING YEAR **2021-2022**DISTRICT NUMBER **district #**

Select An Option

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Financial Integrity Rating System of Texas

2021-2022 RATINGS BASED ON SCHOOL YEAR 2020-2021 DATA - DISTRICT STATUS DETAIL

Name: SWEENEY ISD(020906)	Publication Level 1: 8/2/2022 2:05:39 PM
Status: Passed	Publication Level 2: 8/4/2022 12:15:48 PM
Rating: A = Superior Achievement	Last Updated: 8/4/2022 12:15:48 PM
District Score: 90	Passing Score: 70

#	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>	7/12/2022 8:27:45 AM	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>	5/16/2022 9:42:27 AM	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>	5/16/2022 9:42:27 AM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	5/16/2022 9:42:28 AM	Yes Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/17/2022 9:36:54 AM	Ceiling Passed
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	5/16/2022 9:42:28 AM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	5/16/2022 9:42:29 AM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	5/16/2022 9:42:29 AM	10
10	This indicator is not being scored.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district</u>	5/16/2022 9:42:31	10

	<u>automatically passes this indicator. See ranges below in the Determination of Points section.</u>	AM	
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	5/16/2022 9:42:31 AM	10
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/9/2022 10:47:24 AM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	5/16/2022 9:42:32 AM	0
15	This indicator is not being scored.		5
16	<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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 9:42:33 AM	Ceiling Passed
17	<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.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	5/16/2022 9:42:33 AM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	5/16/2022 9:42:34 AM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	5/16/2022 9:42:34 AM	5
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 9:42:34 AM	Ceiling Passed
			90 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			90 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

Home Page: [Financial Accountability](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

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

FIRST 5.14.2.1

DETERMINATION OF RATING

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	A = Superior Achievement	90-100
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The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

CEILING INDICATORS

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Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i>.	89	B = Above Standard Achievement
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RATING:

SUPERIOR ACHIEVEMENT

Overview of the Worksheet

Indicator # 1 – 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?

Sweeny ISD's Annual Financial Report for the fiscal year ended August 31, 2021 was filed with the Texas Education Agency before the deadline date in January 2022.

Indicator # 2 – 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.)

The opinion expressed by Sweeny ISD's independent auditor on the August 31, 2021 Annual Financial Report was unmodified which means it is a clean audit. A "modification" on our financial report would have meant that corrections were needed in reporting of financial controls.

Indicator # 3 – 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.)

This indicator seeks to make certain that the District has paid its bills/obligations on debt obligations issued to pay for school construction and the like.

Sweeny ISD has had no instances of default on bonded indebtedness obligations.

Indicator # 4 – Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)

This indicator simply asks, “Did the District meet the various timelines for payments to various governmental agencies?”

Sweeny ISD made timely payments to all listed governmental agencies.

Indicator # 5 - 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.)

This indicator is not being scored.

Indicator # 6 - Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

The District’s average change in fund balance did not decrease over a 3 year period and assigned and unassigned fund balance exceeded 75 days of operational expenditures.

Indicator # 7 – Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)

To receive the maximum of 10 points, districts must have enough cash and equivalents to cover at least 90 days of expenditures. Sweeny ISD had enough to cover 237 days.

Indicator # 8 – Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

To receive the maximum of 10 points, districts current assets must be 3 times greater than current liabilities. Sweeny ISD’s ratio of current assets to current liabilities was 3.5442 earning 10 points for this indicator.

Indicator # 9 – Did the school district’s general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district’s number of days of cash on hand greater than or equal to 60 days?

The District’s revenues exceeded expenses and the District also met the acceptable days of cash on hand earning 10 points.

Indicator # 10 - Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?

This indicator is not being scored.

Indicator # 11 – Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)

To receive the maximum of 10 points, districts' ratio of long term liabilities to total assets must be no greater than .60. Sweeny ISD's ratio of long-term liabilities to total assets was .457 earning 10 points for this indicator.

Indicator # 12 - Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.

To receive the maximum of 10 points, districts' debt per \$100 of assessed property value ratio must be no greater than 4. Sweeny ISD's debt per \$100 of assessed property value ratio was 1.9423 earning 10 points for this indicator.

Indicator # 13 – Was the school district's administrative cost ratio equal to or less than the threshold ratio?

TEA and state law sets a cap on the percentage of their budget that Texas school districts can spend on administration based on district size. For districts in Sweeny ISD's size category, the administrative cost ratio should fall below 11.51 percent. Sweeny ISD's ratio for the year was 10.02 percent. Sweeny ISD earned 10 out of 10 points on this indicator.

Indicator # 14 – Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)

Enrollment decreased from 1,978 in 2019 to 1,848 in 2021 and FTE Staff increased from 252 in 2019 to 287 in 2021, which resulted in a 17.92% decline in the students to staff ratio. District received 0 out of 10 points.

Indicator # 15 - Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.

This indicator is not being scored.

Indicator # 16 – 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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

This indicator measures the quality of data reported to TEA through the Public Education Information Management System (PEIMS) and in the Annual Financial Report to make certain that the data reported in each case “matches up”. If the difference in numbers reported in any fund type is more than 3 percent, the district “fails” this measure.

Sweeny ISD’s data quality measure was 0.35%, which fell well below the allowable 3% variation.

Indicator # 17 - 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.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)

Sweeny ISD’s external auditors reported no material weaknesses in internal controls.

Indicator # 18 – Did the external independent auditor report that the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material weakness.)

Sweeny ISD’s external auditors reported no material noncompliance.

Indicator # 19 – Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

Sweeny ISD posted all required financial information on its website.

Indicator # 20 - Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

Yes, Sweeny ISD school board members did discuss district’s property values at a Board meeting before the district adopted its budget.



Sweeny Independent School District

Texas Education Agency

Required Disclosures





2022 Financial Integrity Rating System of Texas Disclosures Based on 2020-2021 Data

Reporting requirements for the financial management report for Schools FIRST public hearing are found in **Title 29 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System**. This rule describes requirements for the five (5) disclosures explained below that are to be presented as appendices in the Schools FIRST management report.

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's contract that is effective on the date of the Schools FIRST hearing. In lieu of publication in the Schools 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.

Most recent contract is attached.

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of Sweeny Independent School District (the "District") and Daniel Fuller (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning April 1, 2022 and ending June 30, 2025. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is voidable.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of [his/her] national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent involving a felony, a crime defined as moral turpitude under the Texas Penal Code, or any other offense specified in Board Policy. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing or conscious false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term consistent with state law and Board policy. All

duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended, including but not limited to Board policy DH (Exhibit) which is the Educators' Code of Ethics.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

- 5.1 **Salary:** The District shall pay the Superintendent an annual salary of ONE HUNDRED AND SIXTY-FIVE THOUSAND AND TWO HUNDRED DOLLARS AND NO/100 (\$165,200.00) The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this contract or a new contract shall be executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the contract.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies, including health insurance benefits. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase those benefits, at the Board's sole discretion.

- 5.5 **Civic Activities:** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes

with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval for these costs.

- 5.6 **Communications Allowance.** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, PDA and home internet access expenses) in the sum of FIFTY AND NO/100 Dollars (\$50.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein. The Superintendent understands that communications information related to Personal Accounts concerning District business may be subject to disclosure in accordance with law.
- 5.7 **Travel Allowance.** The District shall provide the Superintendent a travel allowance in the amount of THREE HUNDRED AND FIFTY DOLLARS AND NO/100 (\$350.00) per month, in consideration for the use, fuel, maintenance, and normal wear and tear on the Superintendent's personal vehicle for job-related travel, including attendance at District-related curricular and extra-curricular events. This payment is in lieu of other District reimbursements or stipends for mileage expense, gasoline, insurance or other charges associated with travel on District business.
- 5.8 **Professional Organizations:** 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.
- 5.9 **Residence in District:** As a condition of employment with the Sweeny Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent's initial relocation to residing within the District shall be within thirty (30) days of the Superintendent's first day of employment with the District, or within another reasonable period of time as mutually agreed upon by the Superintendent and the Board.

6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.
8. **General Provisions.**
 - 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
 - 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
 - 8.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
 - 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
 - 8.7 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
9. **Notices.**
 - 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

SIGNATURE PAGE TO FOLLOW

I have read this Contract and agree to abide by its terms and conditions:



Daniel Fuller, Superintendent

Date signed: 3/22/2022

By: 

Earl Mathis
President, Board of Trustees

Date signed: 03/22/22

2. Superintendent and School Board Member Travel Reimbursements
For the Twelve Month Period Ending August 31, 2021

	Registration	Meals	Lodging	Transp.	Mileage/ Motor Fuel	Other (parking, toll fees, etc.)	Total Travel Reimbursement
SUPERINTENDENT							
Tory C Hill	\$ 695.00	\$ 138.81	\$ 144.30	\$ 0.00	\$ 0.00	\$ 30.00	\$ 1,008.11
BOARD MEMBER							
Earl Mathis	\$ 66.49	\$	\$	\$	\$	\$	\$ 66.49
Connie McAda	\$ 55.00	\$	\$	\$	\$	\$	\$ 55.00
Donna Bohlar-Schroeder	\$ 180.00	\$	\$	\$	\$	\$	\$ 180.00
Randy Miksch	\$ 155.00	\$	\$	\$	\$	\$	\$ 155.00
Jan Reddoch	\$ 55.00	\$	\$	\$	\$	\$	\$ 55.00
Debra Fields-Bell	\$ 55.00	\$	\$	\$	\$	\$	\$ 180.00
Bryan Douget	\$ 77.93	\$	\$	\$	\$	\$	\$ 77.93
GRAND TOTAL							
	\$ 1,464.42	\$ 138.81	\$ 144.30	\$ 0.00	\$ 0.00	\$ 30.00	\$ 1,777.53



**2022 Financial Integrity Rating System of Texas
Disclosures Based on 2020-2021 Data**

**3. Outside Compensation and/or Fees Received by the Superintendent
and/or Other Personal Services.**

**For the Twelve-Month Period
Ended August 31, 2021**

<u>Name(s) of Entity(ies)</u>	Amount Received
None	\$0

Total	<u>\$0.00</u>
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Note: Revenues generated from a family business that have no relationship to school district business.



2022 Financial Integrity Rating System of Texas Disclosure Based on 2020-2021 Data

4. Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)

For the Twelve-Month Period Ended August 31, 2021

Superintendent	\$ 0.00
Board Member Fields-Bell	\$ 0.00
Board Member McAda	\$ 0.00
Board Member Douget	\$ 0.00
Board Member Miksch	\$ 0.00
Board Member Baca	\$ 0.00
Board Member Reddoch	\$ 0.00
Board Member Mathis	\$ 0.00
Board Member Bohlar-Schroeder	\$ 0.00
Total	\$ 0.00

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.)



2022 Financial Integrity Rating System of Texas Disclosure Based on 2020-2021 Data

5. Business Transactions Between School District and Board Members For the Twelve-Month Period Ended August 31, 2021

Superintendent	\$ 0.00
Board Member Fields-Bell	\$ 0.00
Board Member McAda	\$ 0.00
Board Member Douget	\$ 0.00
Board Member Miksch	\$ 0.00
Board Member Baca	\$ 0.00
Board Member Reddoch	\$ 0.00
Board Member Mathis	\$ 0.00
Board Member Bohlar-Schroeder	\$ 0.00
Total	\$ 0.00

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.