

**Sweeny Independent School District
Sweeny, Texas**

**2012 Annual Financial
Management Report – Schools FIRST**

For the Year Ending August 31, 2011



Randy Miksch, Superintendent of Schools

Dr. Donna Thompson, Asst. Superintendent of Curriculum, Compliance, & Special Programs

Daniel Schaefer, Executive Director of Business and Support Services

**SWEENEY INDEPENDENT SCHOOL DISTRICT
SCHOOLS FIRST REPORT FOR 2010-11**

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Introduction

During the 77th regular session of the Texas Legislature (2001), Senate Bill 218 was passed and signed it into law shortly thereafter. This law requires every school district to prepare an annual financial accountability report. The primary goal of School FIRST is to improve the management of school districts' financial resources. The primary objective of the rating system is to assess the quality of financial management in Texas public schools. A secondary objective is to measure and report the extent of which financial resources in Texas public schools assure the maximum allocation possible for direct instructional purposes. Other objectives reflect the implementation of a rating system that fairly and equitably evaluates the quality of financial management decisions. Ratings are based on analysis of staff and student data and on budgetary and actual financial data for the fiscal year.

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.

Starting in the 2005-2006 fiscal year, the financial management report issued at the School FIRST hearing must contain certain required disclosures, in accordance with Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules concerning Financial Accountability Rating System. Those disclosures are as follows: (1) a copy of the Superintendent's current employment contract, (2) a summary schedule for the fiscal year of total reimbursements received by the superintendent and each board member, (3) a summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services, (4) a summary schedule for the fiscal year of the total dollar amount by the executive officers and board members and board members of gifts that had an economic value of \$250 or more, (5) a summary schedule for the fiscal year of the dollar amount by board member for the aggregate amount of business transaction with the school district.

Another change for the 2006-2007 fiscal year is one indicator was moved, three indicators were deleted, one indicator was added, and three indicators were modified. In 2009-2010 fiscal year two indicators were deleted. In 2010-11 fiscal year two more indicators were deleted (related to academic rating and fund balance requirements) and two were modified (tax collections are now measured on a three year average instead of one and investment earnings baseline is the 3-Month Treasury Bill instead of \$20 per student).

Sweeny ISD's 2012 rating under School FIRST for the year ended August 31, 2011 was "Superior Achievement," with a score of 66 of 70 or 94.2 percent. This report briefly describes data used to calculate the rating and what each indicator means.



Financial Integrity Rating System of Texas

2010-2011 DISTRICT STATUS DETAIL

Name: SWEENEY ISD(020906)		Publication Level 1: 6/28/2012 12:33:14 PM	
Status: Passed		Publication Level 2: None	
Rating: Superior Achievement		Last Updated: 6/28/2012 12:33:14 PM	
District Score: 56		Passing Score: 52	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	6/15/2012 2:47:18 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>	6/15/2012 2:47:18 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>	6/15/2012 2:47:19 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>	6/15/2012 2:47:19 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/15/2012 2:47:19 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any</u>	6/15/2012	Yes

	<u>Instance(s) Of Material Weaknesses In Internal Controls?</u>	2:47:20 PM	
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	6/15/2012 2:47:20 PM	5
8	<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>	6/15/2012 2:47:20 PM	5
9	<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>	6/15/2012 2:47:21 PM	1
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/15/2012 2:47:21 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	6/15/2012 2:47:21 PM	5
12	<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>	6/15/2012 2:47:22 PM	5
13	<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>	6/15/2012 2:47:22 PM	5
14	<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</u>	6/15/2012 2:47:22 PM	5

	<u>Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>		
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	6/15/2012 2:47:23 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:47:23 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	6/15/2012 2:47:23 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	6/15/2012 2:47:24 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/15/2012 2:47:24 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	6/15/2012 2:47:24 PM	5
			65 Weighted Sum
			1 Multiplier Sum
			65 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 <u>Substandard Achievement</u>.
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B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)	
Superior Achievement	64-70
Above Standard Achievement	58-63
Standard Achievement	52-57
Substandard Achievement	<52

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

RATING

SUPERIOR ACHIEVEMENT

Overview of the Worksheet

Indicator # 1 – Was total Fund Balance less Reserved Fund Balance greater than zero in the General Fund?

School districts must legally have a fund balance to ensure adequate funding for operations. This indicator is designed to ensure that our district has a positive amount of fund balance that is not designated or “reserved” for a special purpose. In other words, “Does our district have funds set aside for a rainy day?”

Sweeny ISD’s fund balance in the General Fund after reduction for reserves at August 31, 2011 was \$3,846,874.

Indicator # 2 – Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest for Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than Zero?

This indicator simply asks, “Did the district’s total assets exceed the total amount of liabilities (according to the very first financial statement in the annual audit report)?

Sweeny ISD’s district’s total assets exceeded the total amount of liabilities.

Indicator # 3 – Were there No disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations?

This indicator seeks to make certain that the District has paid its bills/obligations on bonds issued to pay for school construction, etc.

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

Indicator # 4 – Was the Annual Financial Report filed within one month after the November 27 or January 28 deadline depending on the district’s fiscal year end date (June 30 or August 31)?

Our Annual Financial Report for the fiscal year ended August 31, 2011 was filed with the Texas Education Agency before the deadline date in February 2012.

Indicator # 5 – Was there an Unqualified Opinion in the Annual Financial Report?

The opinion expressed by our independent auditor on the August 31, 2011 Annual Financial Report was unqualified which means it is a clean audit. A “qualification” on our financial report would have meant that corrections were needed in reporting of financial controls.

Indicator # 6 – Did the Annual Financial Report Not disclose any instance(s) of material weaknesses in internal controls?

A clean audit of the Annual Financial Report would state that there are no material weaknesses in internal controls. Any internal weaknesses create a risk of not being able to properly account for the use of public funds, and should be immediately addressed.

Sweeny ISD had no internal weaknesses.

Indicator # 7 – Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?

This indicator measures a district's success in collecting the taxes owed by the community's businesses and homeowners, placing a 98 percent minimum collections standard. The District must over a three year average collect 98 percent or more of taxes, *including* any delinquent taxes owed from past years.

Sweeny ISD has surpassed the required percentage this past year. The collection percentage was 99.83 percent.

Indicator # 8 – Did the comparisons of PEIMS data to like information in the Annual Financial Report result in an aggregate variance of less than 3 percent of expenditures per fund type (Data Quality Measure)?

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 fell well below the allowable 3 percent variation, to 0.00018 percent.

Indicator # 9 – Were Debt-Related Expenditures (net of IFA and/or EDA allotment) less than \$350 per student? (If the district's five-year percent change in students was a 7 percent increase or more, or if property taxes collected per penny of tax effort were more than \$200,000 per student.)

This indicator show the Legislature's intent for school districts to focus spending money on education, by limiting the amount of money districts can spend on debt (to construct buildings, etc.) to \$350 per student.

Sweeny ISD received one points because our debt-related expenditures are \$1,337 per student. As I&S tax collections are not subject to recapture, property wealthy districts are able to pay debt back quicker than other districts, while maintaining a low tax rate. This rapid payback increases the cost per student even though long-term savings are generated through a reduction in interest costs. As with any standardized measurement, not all situations can be taken into consideration. Bottom line, we pay our debt too fast.

Indicator # 10 – Was there No disclosure in the Annual Audit Report of Material Noncompliance?

NO disclosure means the Annual Audit Report included no disclosure indicating that the school district failed to comply with laws, rules and regulations for a government entity. Our Annual Audit Report for the year ended August 31, 2011 had no such disclosure.

Indicator # 11 – Did the district have full accreditation status in relation to financial management practices?

Sweeny ISD has full accreditation status.

Indicator # 12 – Was the Aggregate of Budgeted Expenditures and Other Uses less than the aggregate of Total Revenues, Other Resources and Fund Balance in the General Fund?

If a district's total expenditures and other uses for the fiscal year exceeded its total funds available, the district would receive a negative rating on this measure. A negative rating would indicate that the District had overspent its budget.

Sweeny's aggregated budget total revenues, other resources and fund balance exceeded expenditures and other uses by \$3,333,230 in the General Fund.

Indicator # 13 – If the district's Aggregate Fund Balance in the General Fund and Capital Projects Fund was less than zero, were construction projects adequately financed? (Were construction projects adequately financed or adjusted by change orders or other legal means to avoid creating or adding to the fund balance deficit situation?)

This indicator measures the District's ability to construct facilities without damaging our Fund Balance. As of August 31, 2011, the aggregate fund balance in the General Fund and Capital Projects Fund totaled \$7,377,794.

Indicator # 14 – 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 Delinquent Taxes Receivable, then answer this indicator YES.)

This indicator measures whether or not the District has sufficient cash and investments to balance Fund Balance Monies such as TEA overpayments (deferred Revenues). In other words, the District should have fund balance monies of its own that are at least equal to those dollars that are there due to overpayments from TEA, and should not be spending "next year's" monies this year.

For the year ended August 31, 2011 the District had cash in the General Fund of \$2,328,371, deferred revenues of \$145,917 and property tax receivable of \$186,942.

Indicator # 15 – Was the Administrative Cost Ratio less than the standard in State Law?

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's ISD category, the administrative cost ratio should fall below 14.01 percent. Sweeny's ratio for the 2010-2011 school year was 11.15 percent, or 2.86 percent below the state cap.

Indicator # 16 – Was the Ratio of Students to Teachers within the ranges shown below according to district size?

This indicator measures our pupil-teacher ratio to ensure that it is within TEA recommended ranges for districts of our student population range. For example, districts like Sweeny, with a student population between 1,000 and 4,999 should have no more than 22 students per teacher and no fewer than 11.5 students per teacher. For the 2010-2011 school year Sweeny had 15.2708 students per teacher which is up from 14.1038 from prior year but still within range to receive 5 points.

Indicator # 17 – Was the Ratio of Students to Total Staff within the range shown below according to district size?

This indicator measures our pupil-staff ratio to ensure that it is within TEA-recommended ranges for districts of our student population range. For this indicator, districts of Sweeny's size, with a student population between 1,000 and 4,999 should have no more than 14 students per staff member and no fewer than 6 students per district employee. For the 2010-2011 school year Sweeny had 6.8656 students per District employee.

Indicator # 18 – Was the decrease in Undesignated Unreserved Fund Balance less than 20 percent over two Fiscal Years? (If 1.5 times Optimum Fund balance in General Fund or if Total Revenues exceeded Operating Expenditures in the General Fund.)

This indicator attempts to identify districts that are utilizing fund balance to pay for salaries or other district operating expenses. Rapid decreases in Undesignated Fund Balance (those dollars not designated for construction or other purposes) could indicate a district is borrowing to pay for recurring cost that will continue to deplete the district's reserve. Total revenues have not exceeded operating expenditures (Functions 11-61). Total Revenues in General Fund are \$18,166,985 and Expenditures in General Fund (Functions 11-61) are \$14,450,236. Recapture expenditure was not included in the calculation.

Indicator # 19 – Was the Aggregate Total of Cash and Investments in the General Fund more than \$0?

This indicator simply verifies that we have funds in the bank and/or investments. At August 31, 2011, the District had General Fund cash and investments totaling \$2,328,371.

Indicator # 20 – Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?

Verifying that investments earnings were more than the 3-Month Treasury Bill rate indicates that the District is investing its funds wisely. For the year ended August 31, 2011, the District's investment earnings were .3513% which exceeded the required return.

OVERALL STATISTICS
2010-2011 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,007	97.96 %	4,721,304	98.81 %
Failed	21	2.04 %	56,903	1.19 %
Total	1,028	100.00 %	4,778,207	100.00 %

2010-2011 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
Superior Achievement	900	87.55 %	4,573,892	95.72 %
Above Standard Achievement	86	8.37 %	137,676	2.88 %
Standard Achievement	21	2.04 %	9,736	0.20 %
Substandard Achievement	21	2.04 %	56,903	1.19 %
Total	1,028	100.00 %	4,778,207	100.00 %

2010-2011 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1024	99.61 %	4768841	99.80 %
	No	4	0.39 %	9356	0.20 %
2	Yes	1022	99.42 %	4749881	99.41 %
	No	6	0.58 %	23326	0.59 %
3	Yes	1028	100.00 %	4778207	100.00 %
	No	0	0.00 %	0	0.00 %

4	Yes	1019	99.12 %	4763560	99.60 %
	No	9	0.88 %	9647	0.20 %
5	Yes	1025	99.71 %	4760251	99.62 %
	No	3	0.29 %	17956	0.38 %
6	Yes	983	95.62 %	4509320	94.37 %
	No	45	4.38 %	263887	5.63 %
7	5	868	84.44 %	4326389	90.54 %
	4	141	13.72 %	421595	8.82 %
	3	16	1.56 %	16219	0.34 %
	2	1	0.10 %	6625	0.14 %
	1	1	0.10 %	7173	0.15 %
	0	1	0.10 %	206	0.00 %
8	5	1002	97.47 %	4699680	98.36 %
	0	26	2.53 %	78527	1.64 %
9	5	636	61.87 %	4214645	88.21 %
	4	139	13.52 %	197212	4.13 %
	3	87	8.45 %	144082	3.02 %
	2	63	6.13 %	106823	2.24 %
	1	37	3.60 %	54764	1.15 %
	0	66	6.42 %	60681	1.27 %

10	5	1007	97.96 %	4576211	95.77 %
	0	21	2.04 %	201996	4.23 %
11	5	1022	99.42 %	4763915	99.70 %
	0	6	0.58 %	14292	0.30 %
12	5	1020	99.22 %	4769024	99.31 %
	0	8	0.78 %	9163	0.19 %
13	5	1027	99.90 %	4773038	100.00 %
	0	1	0.10 %	169	0.00 %
14	5	1026	99.31 %	4777180	99.96 %
	0	2	0.19 %	1027	0.02 %
15	5	982	95.53 %	4723471	98.85 %
	0	46	4.47 %	54736	1.15 %
16	5	944	91.83 %	4646868	97.25 %
	4	46	4.47 %	101888	2.13 %
	3	18	1.75 %	25033	0.52 %
	2	7	0.68 %	2163	0.05 %
	1	7	0.68 %	1664	0.03 %
	0	6	0.58 %	586	0.01 %
17	5	707	68.77 %	4065585	85.09 %
	4	117	11.38 %	440411	9.22 %

	3	77	7.49 %	174970	3.66 %
	2	55	5.35 %	52434	1.10 %
	1	24	2.33 %	15673	0.33 %
	0	46	4.67 %	29134	0.61 %
18	5	1006	97.96 %	4690033	98.15 %
	2	1	0.10 %	791	0.02 %
	0	21	2.04 %	37383	1.33 %
19	5	1027	99.90 %	4777349	99.98 %
	0	1	0.10 %	858	0.02 %
20	5	1004	97.67 %	4707517	98.52 %
	0	24	2.33 %	70696	1.48 %

2010-2011 ANSWERS BY INDICATOR

Indicator	Yes	No	5	4	3	2	1	0	Total
1	1024	4	x	x	x	x	x	x	1028
2	1022	6	x	x	x	x	x	x	1028
3	1028	x	x	x	x	x	x	x	1028
4	1019	9	x	x	x	x	x	x	1028
5	1025	3	x	x	x	x	x	x	1028
6	983	45	x	x	x	x	x	x	1028
7	x	x	868	141	16	1	1	1	1028

8	x	x	1002	x	x	x	x	26	1028
9	x	x	636	139	87	63	37	66	1028
10	x	x	1007	x	x	x	x	21	1028
11	x	x	1022	x	x	x	x	6	1028
12	x	x	1020	x	x	x	x	8	1028
13	x	x	1027	x	x	x	x	1	1028
14	x	x	1026	x	x	x	x	2	1028
15	x	x	982	x	x	x	x	46	1028
16	x	x	944	46	18	7	7	6	1028
17	x	x	797	117	77	55	24	48	1028
18	x	x	1006	x	x	1	x	21	1028
19	x	x	1027	x	x	x	x	1	1028
20	x	x	1004	x	x	x	x	24	1028

Last Updated: Monday, September 17, 2012 2:16:24 PM

Superintendent's Employment Contract

ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

This addendum, made the 11th day of September 2012, between the Sweeny Independent School District Board of Trustees (hereinafter called the "Board"), and Randall Lee Miksch (hereinafter called the "Superintendent"), amends and becomes part of the SUPERINTENDENT'S EMPLOYMENT CONTRACT (hereinafter called the "Contract"), made the 11th day of January, 2012, and last amended on the 11th day of September 2012. Except for this addendum, the Contract remains unchanged.

Section 3 (Annual Base Salary) of the Contract is amended to read as follows:

The Superintendent shall be paid an annual base salary of \$120,228.54 plus a three percent (3%) Performance Incentive for January 1, 2012 through December 31, 2012. In the annual budget adopted for each subsequent year of this Contract, or at any other time at which the Board is considering salary adjustments for administrative personnel, the Board may, at its sole discretion, increase the annual base salary of the Superintendent. Any such increase shall not be considered to be a new Contract between the Board and the Superintendent, nor an extension of the termination date of the existing Contract. In no event shall the Superintendent be paid less than the annual base salary set forth in this paragraph, except by mutual written agreement of the parties.

This Addendum is authorized by action of the Board at an officially called meeting on September 11, 2012.

This Addendum must be accepted by the Superintendent by signing and returning on or before September 25, 2012, a signed copy of this Addendum to the Board or its designee.

Executed this 11th day of September 2012.

SWEENY INDEPENDENT SCHOOL DISTRICT

Willie Myles
President, Board of Trustees

ATTEST:



Clarissa Retteway-Smith
Secretary, Board of Trustees

I, Randall Lee Miksch, do hereby agree to the above-described action taken by the Board of Trustees of the Sweeny Independent School District on my employment Contract.



Randall Lee Miksch

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
 §
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into this, the 10th day of January, 2012, by and between the Board of Trustees (the "Board") of the Sweeny Independent School District (the "District") and Randy Miksch ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

- 1.1 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 commencing on January 1, 2012, and ending on December 31, 2015.

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.

- 1.2 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

- 2.1 **Duties.** The Superintendent is the chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the District as

prescribed in 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, the duties of the Superintendent shall include those duties assigned by the Texas Education Code Section 11.201(d), and as hereafter amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise.

2.2 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.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 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, the Superintendent's salary and benefits as set forth in this Contract, the Superintendent's evaluation, interpersonal relationships between individual Board members, or any other urgent reason as determined by the Board.

2.5 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. The Superintendent shall investigate such matters and inform the Board of the results of such efforts, unless the investigation is related to the Superintendent's own actions, in which event the Board may appoint a third party to investigate.

III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED AND TWENTY THOUSAND, TWO HUNDRED TWENTY EIGHT AND 54/100 DOLLARS (\$120,228.54). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 **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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- 3.3 **Out-of-District Expenses.** The District shall provide an American Express credit card to Superintendent for reasonable out-of-district 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 out-of-district mileage, hotels and accommodations, rental car and other expenses

incurred in the performance of the business of the District. Meals shall be reimbursed to the Superintendent in accordance with District policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. An accounting of the expenses to be paid shall be provided monthly to the Board.

- 3.4 **Car Allowance.** The District shall provide the Superintendent with a yearly car allowance of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00).
- 3.5 **Insurance.** 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 administrative employees.
- 3.6 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. Rotary dues and fees will be paid by the District.
- 3.7 **Outside Consultant Activities.** With the prior written approval of the Board, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration to the extent such activities do not interfere with the performance of his duties as Superintendent.
- 3.8 **Vacation, Holiday, Sick Leave.** The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of leave as authorized or permitted by this Agreement or 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 days of leave 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

- 3.9 Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's 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 skills, 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 per year as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration,

travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to two professional associations, as well as other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval.

- 3.10 **Communications Allowance.** The District shall provide the Superintendent a yearly communications allowance for expenses incurred in connection with the purchase of any Blackberry or device services in the amount of ONE THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00).

IV. Annual Performance Goals

- 4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration, a preliminary list of goals for the District. The goals approved by the board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. Review of Performance

- 5.1 **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 and District goals as prescribed in 4.1.
- 5.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in closed 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 the respective legal counsel.

- 5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedures is to be modified by the Board, such modification must be adopted no later than the first instructional day of the academic year such instrument is to be used.

VI. Renewal or Non-renewal of Employment Contract

- 6.1 **Renewal or Non-renewal.** Renewal or non-renewal shall be in accordance with Board policy and applicable law.

VII. Termination of Employment Contract

- 7.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

- 7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include but is not limited to the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract:
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);

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.

SWEENEY INDEPENDENT SCHOOL DISTRICT

By: Sammy Brooks
Sammy Brooks, President

ATTEST:

Clarissa Petteway-Smith
Clarissa Petteway-Smith
Secretary, Board of Trustees
Sweeny Independent School District

EXECUTED this 10th day of January, 2012.

Rafael
Superintendent

EXECUTED this 10th day of January, 2012.

**Required
Reports
By
TEA**

Superintendent and School Board Member Travel Reimbursements - Detail Report
For the Twelve Month Period Ended August 31, 2011

	Travel Dates Covered	Event	Meals	Lodging	Transp.	Mileage/ Motor Fuel	Other (parking, fee tolls, etc.)	Total Travel Reimbursement
Superintendent								
Randy Miksch	3/28/2011	Monthly Superintendents' Meeting: SISD's turn to buy meals	111.17					111.17
	1/30 - 2/2/2011	TASA Midwinter Conference Expo 2011-Austin: Registration		552.28			195.00	747.28
	1/30 - 2/2/2011	TASA Midwinter Conference Expo 2011-Austin: Meals	21.00					21.00
	6/25-28/2011	UT/TASA Summer Conference on Education-Hotel		340.08				340.08
	6/26-28/2011	UT/TASA Summer Conference on Education-Registration					175.00	175.00
			132.17	882.36	0.00	0.00	370.00	1,394.53
Board Member								
Sammy Brooks	6/9-11/2011	TASB 2011 SLI-San Antonio: Registration					350.00	350.00
President	6/9-11/2011	TASB 2011 SLI-San Antonio: Hotel	24.22	735.00				759.22
		TASA 2011 Legislative Conference - Austin: Hotel, etc.		230.75		134.00		364.75
			24.22	965.75	0.00	134.00	360.00	1,473.97
Gary Woodard	10/13/2010	Orientation to the TEC - Pearland HS: Registration					75.00	75.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Registration					350.00	350.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Hotel	24.22	735.00				759.22
	9/24-26/2010	2010 TASA/TASB Convention/Delegate Assembly (Houston)					295.00	295.00
			24.22	735.00	0.00	0.00	720.00	1,479.22
Willie Myles	6/16-18/2011	2011 SLI-Fort Worth: Hotel		401.50				401.50
Vice President	6/16-18/2011	2011 SLI-Fort Worth: Registration					350.00	350.00
	6/15-18/2011	2011 SLI-Fort Worth:	190.75					190.75
			190.75	401.50	0.00	0.00	350.00	942.25
Jan Reddoch	5/21/2011	TSAP (TX Association of Parliamentarians)					60.00	60.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Registration					350.00	350.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Hotel	24.22	729.64				753.86
			24.22	729.64	0.00	0.00	410.00	1,163.86
Clarissa Petteway-Smith	9/24-26/2010	2010 TASA/TASB Convention/Delegate Assembly (Houston)					295.00	295.00
			0.00	0.00	0.00	0.00	295.00	295.00
Gary Eubanks	6/9-11/2011	TASB 2011 SLI-San Antonio: Registration					350.00	350.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Hotel	24.22	735.00				759.22
								0.00
			24.22	735.00	0.00	0.00	350.00	1,109.22
Glenn Salyer	6/9-11/2011	TASB 2011 SLI-San Antonio: Registration					350.00	350.00
	6/9-11/2011	TASB 2011 SLI-San Antonio: Hotel	91.49	677.16	78.80		75.00	922.45
								0.00
			91.49	677.16	78.80	0.00	425.00	1,272.45
		TOTAL	511.29	5,136.41	78.80	134.00	3,270.00	9,130.50

Superintendent and School Board Member Travel Reimbursements - Summary Report
For the Twelve Month Period Ended August 31, 2011

	Meals	Lodging	Transp.	Mileage/ Motor Fuel	Other (parking, fee tolls, etc.)	Total Travel Reimbursement
Superintendent						
Randy Miksch	132.17	892.36	0.00	0.00	370.00	1,394.53
Board Member						
Sammy Brooks	24.22	965.75	0.00	134.00	350.00	
						1,473.97
Gary Woodard	24.22	735.00	0.00	0.00	720.00	
						1,479.22
Willie Myles	190.75	401.50	0.00	0.00	350.00	
						942.25
Jan Reddoch	24.22	729.64	0.00	0.00	410.00	
						1,163.86
Clarissa Petteway-Smith	0.00	0.00	0.00	0.00	295.00	
						295.00
Gary Eubanks	24.22	735.00	0.00	0.00	350.00	
						1,109.22
Glenn Salyer	91.49	677.16	78.80	0.00	425.00	
						1,272.45
TOTAL	511.29	5,136.41	78.80	134.00	3,270.00	9,130.50

**Gifts Received by the Executive Officer(s) and Board Members
(and First Degree Relatives, if any)
For the Twelve Month Period Ended August 31, 2011**

Superintendent	
Randy Miksch	Not Applicable
Board Member	
Sammy Brooks	Not Applicable
Gary Woodard	Not Applicable
Willie Myles	Not Applicable
Jan Reddoch	Not Applicable
Clarissa Petteway-Smith	Not Applicable
Gary Eubanks	Not Applicable
Glenn Salyer	Not Applicable
TOTAL	
	0.00

**Outside Compensation and/or Fees received by Superintendent for Professional
Consulting and/or Other Personal Services
For the Twelve Month Period Ended August 31, 2011**

Name(s) of Entity(ies)	\$\$
Not Applicable	