

**Sweeny Independent School District
Sweeny, Texas**

**2010 Annual Financial
Management Report – Schools FIRST**

For the Year Ending August 31, 2009



Randy Milksch, Superintendent of Schools

Jim Haley, Asst. Superintendent of Curriculum, Compliance, & Special Programs

Allen E. Schoppe, Executive Director of Business and Support Services

**SWEENEY INDEPENDENT SCHOOL DISTRICT
SCHOOLS FIRST REPORT FOR 2008-09**

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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 staff and student data for the school year 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 form 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. Also in 2009-2010 fiscal year two indicators were deleted.

Sweeny ISD's rating under School FIRST for the year ended August 31, 2009 was "Above Standard Achievement," with a score of 71 of 80 or 89 percent. This report briefly describes data used to calculate the rating and what each indicator means.

Financial Integrity Rating System of Texas

2008-2009 DISTRICT STATUS DETAIL

Name: SWEENY ISD(020906)		Publication Level 1: 6/11/2010 12:03:10 PM	
Status: Passed		Publication Level 2: 8/30/2010 4:06:59 PM	
Rating: Above Standard Achievement		Last Updated: 8/30/2010 4:06:59 PM	
District Score: 71		Passing Score: 56	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	3/30/2010 1:37:15 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>	3/30/2010 1:37:15 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>	3/30/2010 1:37:15 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>	3/30/2010 1:37:15 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	3/30/2010 1:37:15 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	3/30/2010 1:37:15 PM	Yes

		1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	3/30/2010 1:37:15 PM 5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	3/30/2010 1:37:15 PM 5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	3/30/2010 1:37:15 PM 5
10	<u>Were Debt Related Expenditures (Net Of IFA And/OR EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	3/30/2010 1:37:15 PM 1
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	3/30/2010 1:37:15 PM 5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	3/30/2010 1:37:15 PM 5
13	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	3/30/2010 1:37:15 PM 5
14	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	3/30/2010 1:37:15 PM 5

15	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1.1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	3/30/2010 1:37:15 PM	5	
16	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	3/30/2010 1:37:15 PM	0	
17	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	3/30/2010 1:37:15 PM	5	
18	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	3/30/2010 1:37:15 PM	5	
19	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>	3/30/2010 1:37:15 PM	5	
20	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund, Then District Receives 5 Points)</u>	3/30/2010 1:37:15 PM	5	
21	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	3/30/2010 1:37:15 PM	5	
22	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	3/30/2010 1:37:15 PM	5	
			71 Weighted Sum	

			1 Multiplier Sum
			71 Score

DETERMINATION OF RATING

A.	Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? OR Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is Substandard Achievement .		
B.	Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-22)		
	Superior Achievement	72-80 and Yes to indicator 7	
	Above Standard Achievement	64-71 or >= 72 and No to indicator 7	
	Standard Achievement	56-63	
	Substandard Achievement	<56 or No to one default indicator	

INDICATOR 17 & 18 RATIOS

Indicator 17	Ranges for Ratios		Indicator 18	Ranges for Ratios	
District Size - Number of Students Between	Low	High	District Size - Number of Students Between	Low	High
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14

= > 10000	13.5	22		= > 10000	7.0	14
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<div> <div>RATING</div> <div>ABOVE STANDARD ACHIEVEMENT</div> </div>
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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, 2008 was \$4,694,688.

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 did not exceed 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, 2009 was filed with the Texas Education Agency before the deadline date in February 2010.

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

The opinion expressed by our independent auditor on the August 31, 2009 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 – Did the district's academic rating exceed academically unacceptable?

This indicator simply asks whether the district's accreditation status is in good standing.

Sweeny ISD did not receive an Academically Unacceptable Rating.

Indicator # 8 – Was the percent of total tax collections (including delinquent) greater than 98 percent?

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 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. For the 2008-2009 school year, the collection percentage was 0.9994 percent.

Indicator # 9 – 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 (Date 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 0.0094 percent.

Indicator # 10 – 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. (INCREASED THE AMOUNT PER STUDENT FROM \$250 TO \$350)

Sweeny ISD received one points because our debt-related expenditures are \$1,303 per student. We pay our debt too fast.

Indicator # 11 – 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, 2009 had no such disclosure.

Indicator # 12 – Did the district have full accreditation status in relation to financial management practices?

Sweeny ISD has full accreditation status.

Indicator # 13 – 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 \$8,126,548 in the General Fund.

Indicator # 14 – 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, 2009, the aggregate fund balance in the General Fund and Capital Projects Fund totaled \$6,394,425.

Indicator # 15 – 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, 2009 the District had cash in the General Fund of \$5,961,596, Deferred Revenues of \$1,366,741 and Property Tax Receivable of \$227,464.

Indicator # 16 – 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 2008-2009 school year was 15.18 percent, or 1.17 percent over the state cap. This resulted from coding technology purchases to function 21 and it should have been coded to function 11 and coding Chapter 313 Value Limitation payment to function 41 instead of paying it from received state revenue.

Indicator # 17 – 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 2008-2009 school year Sweeny had 14.6443 students per teacher.

Indicator # 18 – 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 2008-2009 school year Sweeny had 7.0473 students per District employee.

Indicator # 19 – Was the Total Fund Balance in the General Fund more than 50% and less than 150% of Optimum according to the Fund Balance and Cash Flow Calculation Worksheet in the Annual Financial Report?

Exhibit J-3 in the District's 2008-2009 audit provides an optimum General Fund "Fund Balance" for the District. We should have no less than one-half and no more than one and one-half times this amount in our Fund Balance, counting both reserved and unreserved fund balances. At August 31, 2009, the District's Fund Balance was \$4,834,792. The TEA-calculated optimum fund balance is \$6,910,319. The total fund balance is 69.96%, more than 50% and less than 150% of optimum fund balance.

Indicator # 20 – 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 \$18,705,324 and

Expenditures in General Fund (Functions 11-61) are \$15,334,780. Recapture expenditure was not included in the calculation.

Indicator # 21 – 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, 2009, the District had General Fund cash and investments totaling \$7,904,211.

Indicator # 22 – Were Investment Earnings in all funds more than \$20 per student?

Verifying that investments earnings were more than \$20 per students indicates that the District is investing its funds wisely. For the year ended August 31, 2009, the District's investment earnings per student were \$57.42.

OVERALL STATISTICS

2008-2009 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,019	98.93 %	4,54,119	99.53 %
Failed	11	1.07 %	21,537	00.47 %
Total	1,030	100.00 %	4,561,656	100.00 %

2008-2009 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
Superior Achievement	843	90.30 %	3,894,891	85.38 %
Above Standard Achievement	156	15.15 %	618,126	13.55 %
Standard Achievement	20	1.94 %	27,102	00.59 %
Substandard Achievement	11	1.07 %	21,537	00.47 %
Suspended Due to Data Quality	0	00.00 %	0	00.00 %
Total	1,031	100.00 %	4,561,656	100.00 %

2008-2009 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1,022	99.22 %	4,544,058	99.61 %
	No	8	0.78 %	17,598	0.39 %
2	Yes	1,024	99.42 %	4,544,784	99.85 %
	No	6	0.58 %	6,872	0.15 %
3	Yes	1,030	100.00 %	4,561,656	100.00 %
	No	0	0.00 %	0	0.00 %
4	Yes	1,029	99.90 %	4,559,615	99.96 %
	No	1	0.10 %	2,041	0.04 %
5	Yes	1,027	99.71 %	4,549,502	99.73 %
	No	3	0.29 %	12,154	0.27 %
6	Yes	983	95.44 %	4,155,120	91.09 %
	No	47	4.56 %	406,536	8.91 %
7	5	984	95.53 %	4,294,839	94.15 %
	0	46	4.47 %	266,817	5.85 %
8	5	884	85.83 %	4,161,992	91.24 %
	4	135	13.11 %	363,540	7.97 %
	3	8	0.78 %	28,268	0.62 %
	2	2	0.19 %	6,610	0.14 %

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
	1	1	0.10 %	1,246	0.03 %
	0	0	0.00 %	0	0.00 %
9	5	1,013	98.35 %	4,532,160	99.35 %
	0	17	1.65 %	29,496	0.65 %
10	5	661	64.17 %	4,034,124	88.44 %
	4	164	15.92 %	252,306	5.53 %
	3	73	7.09 %	107,431	2.36 %
	2	44	4.27 %	77,363	1.70 %
	1	31	3.01 %	43,696	0.96 %
	0	57	5.53 %	46,736	1.02 %
11	5	999	96.99 %	4,259,917	93.39 %
	0	31	3.01 %	301,739	6.61 %
12	5	1027	99.71 %	4,553,662	99.82 %
	0	3	0.29 %	7,994	0.18 %
13	5	1,018	98.83 %	4,547,702	99.69 %
	0	12	1.17 %	13,954	0.31 %
14	5	1,026	99.61 %	4,559,961	99.96 %
	0	4	0.39 %	1,695	0.04 %
15	5	1,028	99.81 %	4,557,074	99.90 %

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
	4	1	0.10 %	3,762	0.08 %
	0	1	0.10 %	820	0.02 %
16	5	985	95.63 %	4,514,331	98.96 %
	0	45	4.37 %	47,325	1.04 %
17	5	961	93.30 %	4,399,696	96.45 %
	4	34	3.30 %	101,603	2.23 %
	3	19	1.84 %	48,448	1.06 %
	2	5	0.49 %	1,577	0.03 %
	1	4	0.39 %	9,543	0.21 %
	0	7	0.68 %	789	0.02 %
18	5	689	66.89 %	3,851,419	84.43 %
	4	141	13.69 %	435,302	9.54 %
	3	62	6.02 %	158,337	3.47 %
	2	52	5.05 %	40,864	0.90 %
	1	39	3.79 %	45,594	1.00 %
	0	47	4.56 %	30,140	0.66 %
19	5	816	79.32 %	3,928,972	86.13 %
	4	7	0.68 %	8,408	0.18 %
	3	13	1.26 %	15,837	0.35 %

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
	2	8	0.78 %	24,387	0.53 %
	1	9	0.87 %	6,250	0.14 %
	0	177	17.18 %	577,802	12.67 %
20	5	973	94.47 %	4,307,746	94.43 %
	4	3	0.29 %	21,965	0.48 %
	3	1	0.10 %	2,364	0.05 %
	2	0	0.00 %	0	0.00 %
	1	3	0.29 %	63,835	1.40 %
	0	50	4.85 %	165,746	3.63 %
21	5	1,030	100.00 %	4,561,656	100.00 %
	0	0	0.00 %	0	0.0 %
22	5	920	89.32 %	3,809,122	83.50 %
	4	14	1.36 %	50,340	1.10 %
	3	3	0.29 %	9,900	0.22 %
	2	6	0.58 %	16,404	0.36 %
	1	10	0.97 %	229,317	5.03 %
	0	77	7.48 %	446,573	9.79 %

2006-2007 ANSWERS BY INDICATOR

Indicator	Yes	No	5	4	3	2	1	0	Total
1	1022	8	x	x	x	x	x	x	1030
2	1024	6	x	x	x	x	x	x	1030
3	1030	x	x	x	x	x	x	x	1030
4	1029	1	x	x	x	x	x	x	1030
5	1027	3	x	x	x	x	x	x	1030
6	983	47	x	x	x	x	x	x	1030
7	x	x	984	x	x	x	x	46	1030
8	x	x	884	135	8	2	1	x	1030
9	x	x	1013	x	x	x	x	17	1030
10	x	x	661	164	73	44	31	57	1030
11	x	x	999	x	x	x	x	31	1030
12	x	x	1027	x	x	x	x	3	1030
13	x	x	1018	x	x	x	x	12	1030
14	x	x	1026	x	x	x	x	4	1030
15	x	x	1028	1	x	x	x	1	1030
16	x	x	985	x	x	x	x	45	1030
17	x	x	961	34	19	5	4	7	1030

Indicator	Yes	No	5	4	3	2	1	0	Total
18	x	x	689	141	62	52	39	47	1030
19	x	x	816	7	13	8	9	177	1030
20	x	x	973	3	1	x	3	50	1030
21	x	x	1030	x	x	x	x	x	1030
22	x	x	920	14	3	6	10	77	1030

Last Updated: Monday, September 10, 2010 2:03:41 PM

Superintendents Employment Contract

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 12th day of January,

2010, by and between the Board of Trustees (the "Board") of the Sweeny Independent School District (the "District") and Randy Milksch ("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 13, 2010, and ending on January 12, 2013.

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 SIXTEEN THOUSAND, SEVEN HUNDRED TWENTY SIX AND 28/100 DOLLARS (\$116,726.28). 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. Also, communication allowance 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.);

- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District' administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Criminal assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

- (g) Failure to fulfill requirements for superintendent certification;
- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or,
- (s) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Brazoria County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4.1 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

SWEENEY INDEPENDENT SCHOOL DISTRICT

By: Gary J. Eubanks
Gary Eubanks, President

ATTEST:

Jan Needock
Secretary, Board of Trustees
Sweeny Independent School District

EXECUTED this 12th day of January, 2010.

Paul Anthony
Superintendent

EXECUTED this 12th day of January, 2010.

Required Reports By TEA

Superintendent and School Board Member Travel Reimbursements - Detail Report
For the Twelve Month Period Ended August 31, 2009

	Travel Dates Covered	Event	Meals	Lodging	Transp.	Mileage/ Motor Fuel	Other (parking, fee tolls, etc.)	Total Travel Reimbursement
Randy Miksch	11-4 / 12-3 / 2008	Meetings - JJAEP, UIL & Region 4				168.00		168.00
	12/16/202008	Meetings - Meeting HCDE				57.60		57.60
	1-6 / 1-19 / 2009	Meetings - MoakCasey Meeting & Region 4				206.80		206.80
	1-25 / 1-28 / 2009	MidWinter Conference	47.97	716.13		173.60	60.00	997.70
	3-3 / 3-26 / 2009	Meetings - MoakCasey Meeting & Region 4				216.80		216.80
	4-30 / 5-5 / 2009	Meetings - JJAEP, UIL & Region 4				120.00		120.00
	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00		167.20	325.00	858.98
								0.00
								0.00
								2,625.88
Gary Eubanks President	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								691.78
Willie Myles	2/9-10/2009	School Board Conference	27.00			172.00		199.00
Vice President	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00		199.00	325.00	890.78
								0.00
								0.00
								1,089.78
Jan Reddoch Secretary	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								691.78
Sammy Brooks	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								0.00
								691.78
Charissa Petteaway-Smith	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								691.78
Kalen Bailey	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								691.78
Glenn Salyer	6-10 / 6-13 / 2009	TASB Summer Leadership Institute	41.78	325.00			325.00	691.78
								0.00
								0.00
								691.78
TOTAL			409.21	3,316.13	0.00	1,481.00	2,660.00	7,866.34

**Superintendent and School Board Member Travel Reimbursements - Summary Report
For the Twelve Month Period Ended August 31, 2009**

	Meals	Lodging	Transp.	Mileage/ Motor Fuel	Other (parking, fee tolls, etc.)	Total Travel Reimbursement
Superintendent						
Randy Miksch	89.75	1,041.13	0.00	1,110.00	385.00	2,625.88
Board Member						
Gary Eubanks	41.78	325.00	0.00	0.00	325.00	691.78
Willie Myles	68.78	325.00	0.00	371.00	325.00	1,090.78
Jan Reddoch	41.78	325.00	0.00	0.00	325.00	691.78
Sammy Brooks	41.78	325.00	0.00	0.00	325.00	691.78
Charissa Petteway-Smith	41.78	325.00	0.00	0.00	325.00	691.78
Kalen Bailey	41.78	325.00	0.00	0.00	325.00	691.78
Glenn Salyer	41.78	325.00	0.00	0.00	325.00	691.78
TOTAL	367.43	2,991.13	0.00	1,481.00	2,335.00	7,866.34

**Gifts Received by the Executive Officer(s) and Board Members
(and First Degree Relatives, if any)
For the Twelve Month Period Ended August 31, 2009**

Randy Miksch	Not Applicable
Gary Eubanks	Not Applicable
Willie Myles	Not Applicable
Jan Reddoch	Not Applicable
Sammy Brooks	Not Applicable
Charissa Peteway-Smith	Not Applicable
Kalen Bailey	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, 2009**

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

**Business Transactions Between School District and Board Members
For the Twelve Month Period Ended August 31, 2009**

Randy Miksch	Not Applicable	
Gary Eubanks	Not Applicable	
Willie Myles	Not Applicable	
Jan Reddoch	Not Applicable	
Sammy Brooks	Not Applicable	
Charissa Petteway-Smith	Not Applicable	
Kalen Bailey	Not Applicable	
Glenn Salyer	Not Applicable	
TOTAL		0.00