

Fort Worth Independent School District



# Annual Financial Accountability Management Report

Fiscal Year Ended August 31, 2006



**Fort Worth**  
Independent School District

1882 125 YEARS 2007

# Fort Worth Independent School District

## Annual Financial Accountability Management Report

Fiscal Year Ended August 31, 2006

Public Hearing  
September 25, 2007

# ANNUAL FINANCIAL ACCOUNTABILITY MANAGEMENT REPORT

## FORT WORTH INDEPENDENT SCHOOL DISTRICT



## Fort Worth ISD Earns State's Highest Fiscal Accountability Rating

The Fort Worth Independent School District has received a rating of "Superior Achievement" for the fifth time under Texas' school finance accountability rating system.

This is the fifth year of Schools FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of Schools FIRST is to achieve quality performance in the management of school district's financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

"We are very pleased with our District's Schools FIRST rating," said Fort Worth ISD Chief Financial Officer, Ronald M. Wilson, "as it shows that our district is making the most of our taxpayers' dollars. This rating shows that FWISD's schools are accountable not only for student learning, but also for achieving these results cost-effectively and efficiently."

The "Superior Achievement" rating system is the state's highest, demonstrating the quality of FWISD's financial management and reporting, concluded Mr. Wilson.

The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being "Superior Achievement," followed by "Above-Standard Achievement," "Standard Achievement," and "Substandard Achievement."

Districts with serious data quality problems may receive the additional rating of "Suspend – Data Quality." Districts that receive the "Substandard Achievement" or "Suspended – Data Quality" ratings under Schools FIRST must file a corrective action plan with the Texas Education Agency.

In addition to the Superior FIRST rating, Fort Worth ISD has been awarded the Certificate of Excellence in Financial Reporting Award from the Government Finance Officers Association of the United States and Canada (GFOA) and the Association of School Business Officials International (ASBO).

For more information, please contact the Fort Worth ISD Controller's Office (817) 871-2103 or visit us online at [www.fortworthisd.org](http://www.fortworthisd.org).

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## Introduction

The 77th Legislature (2001) authorized the implementation of a financial accountability rating system, which is officially referred to as School FIRST. The primary goal of School FIRST is to improve the management of school districts' financial resources. The school district's School FIRST rating is based upon an analysis of staff and student data reported for the 2005-2006 school year, and budgetary and actual financial data for the 2006 fiscal year (for Fort Worth Independent School District, the fiscal period ended August 31, 2006). Fort Worth ISD's rating under Schools FIRST for the year ended August 31, 2006, was "Superior Achievement" with a perfect score of 21 or 100 percent.

Each school district must prepare an Annual Financial Accountability Management Report. Starting this year, the report must contain certain disclosures. These disclosures include a copy of the superintendent's current contract, compensation received by the superintendent from other districts or outside entities, a schedule of the reimbursements received by the superintendent and each board member, as well as reportable gifts, and business transactions.

The Schools FIRST rating sheet is used to rate the District according to twenty-one defined indicators, each weighted equally, except for the first five critical indicators. A negative response on one of the first three indicators or to both the fourth and fifth critical indicators results in the district receiving a rating of "Substandard Achievement".

This report briefly describes data used to calculate the rating indicator and includes the required disclosures.

***FWISD  
Receives  
"Superior"  
Rating***



## Purpose of the Financial Accountability Rating System

The Financial Accountability Rating System ensures that 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

It discloses the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools.

This rating system was designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes.

# Meet the Board of Education

All nine trustees, active in business, neighborhoods and community groups, are dedicated to upholding the Fort Worth ISD Strategic Plan - Vision 2010.

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*Standing:* [Dr. Camille Rodriguez](#), Vice President, Dist. 1; [Chris Hatch](#), Dist. 6; [Jean McClung](#), Dist. 2;

[Dr. T.A. Sims](#), Secretary, Dist. 4; [Judy Needham](#), Dist. 5; [Norman Robbins](#), Dist. 7.

*Seated:* [Juan Rangel](#), Dist. 8; [Dr. William Koehler](#), President; [Christene Moss](#), Dist. 3.

To determine your Board Member or district visit the [Tarrant County Web site](#), enter your name and you will receive your voter data including voter precinct, city and ISD districts.



## VISION

The Fort Worth Independent School District envisions a high performing learning organization in which all students achieve proficiency in rigorous standards of intellectual thought and knowledge.

## MISSION

The mission of the Fort Worth Independent School District is to provide and support rigorous learning opportunities that result in successful completion of a quality high school experience for all students.

## STRATEGIC GOALS

- Goal 1: Student Achievement**  
*All students will learn at high levels of academic expectations, and the achievement gap will be eliminated.*
  
- Goal 2: Operational Efficiency & Effectiveness**  
*All operations in the District will be efficient and effective.*
  
- Goal 3: Family Involvement & Community Partnerships**  
*Family involvement and community partnerships will be an integral part of the education of all children.*



**Fort Worth ISD  
Performance Rating  
For the Year Ended August 31, 2006**



Financial Integrity Rating System of Texas  
2005-2006 DISTRICT RATING

Name:	FORT WORTH ISD
Rating:	Superior Achievement
Indicators Answered YES: 21	Indicators Answered NO: 0

The indicators used to determine a District's rating are known as the Financial Integrity Rating System of Texas or "Schools FIRST" and are set forth as questions. The primary goal of Schools FIRST is to guide and assist districts in improving the management of financial resources. An affirmative or "Yes" answer means that the District meets or exceeds the indicator. As a result of the District's "Yes" response to all of the twenty-one indicators, the Fort Worth Independent School District has earned the highest rating—Superior Achievement. The District has earned Superior Achievement ratings for the last five years.

Fort Worth ISD  
 Financial Integrity Rating System of Texas  
 2005-2006 DISTRICT STATUS DETAIL

**The district's financial management performance under each indicator for the current and previous years' financial accountability ratings is shown below:**

#	Indicator Description	2005 Result	2006 Result
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	Yes	Yes
2	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	Yes	Yes
3	<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>	Yes	Yes
4	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	Yes	Yes
5	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	Yes	Yes
6	<u>Was The Percent Of Total Tax Collections (Including Delinquent) Greater Than 96%?</u>	No	Yes
7	<u>Did The Comparisons Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 4 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	Yes	Yes
8	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$770.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 2%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$100,000, Then Answer This Indicator Yes)</u>	Yes	Yes
9	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	Yes	Yes
10	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Master Or Monitor Assigned)</u>	Yes	Yes



#	Indicator Description	2005 Result	2006 Result
11	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 54%?</u>	Yes	Yes
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>	Yes	Yes
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>	Yes	Yes
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivables) In The General Fund = Or &gt; 1:1? (If Deferred Revenues &lt; Net Delinquent Taxes Receivable, Then Answer This Indicator Yes)</u>	Yes	Yes
15	<u>Was The Administrative Cost Ratio Less Than The Standard In State Law?</u>	Yes	Yes
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	Yes	Yes
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	Yes	Yes
18	<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>	Yes	Yes
19	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance &lt; Total Fund Balance In General Fund Or If Total Revenues &gt; Operating Expenditures In The General Fund, Then Answer This Indicator Yes)</u>	Yes	Yes
20	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	Yes	Yes
21	<u>Were Investment Earnings In All Funds More Than \$15 Per Student?</u>	Yes	Yes

**Texas Administrative Code  
Chapter 109 Disclosures  
Disclosure A**

**Copy of the Superintendent's Current Employment Contract**

## EMPLOYMENT CONTRACT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

THIS AGREEMENT is made and entered into this the 12th day of December, 2006, by and between the Board of Education, hereinafter referred to as the "Board", of the Fort Worth Independent School District, hereinafter referred to as the "District", and Melody A. Johnson, Ph.D., hereinafter referred to as the "Superintendent".

WITNESSETH:

The Board and the Superintendent have mutually agreed to enter into the following Contract between the Board and the Superintendent for and in consideration for the mutual promises and consideration contained herein, and pursuant to Section 11.201, and Chapter 21, Subchapter E, 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 commencing on November 1, 2006, and ending on June 30, 2009. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate the Contract to a term permitted by State law at any time hereafter. This agreement creates no property interest of any kind beyond the period of time stated in this Contract.

### II.

#### EMPLOYMENT

2.1. Duties. The Superintendent shall be the chief executive officer and educational leader of the District and shall administer the School District in accordance with the Board's policies. The Superintendent shall perform those duties which are required by State law and other duties as prescribed by the Board's policies and this Contract. Specifically, it shall be the duty of the Superintendent to recommend employment of personnel for the District subject to Board policies and State and Federal law. It shall further be the duty of the Superintendent to organize, reorganize and arrange the staff of the District subject to Board policies and State and Federal law; and to develop and establish administrative regulations, rules and procedures which the Superintendent deems necessary for the efficient and effective operation of the District and which are consistent with the Board policies and State and Federal law. Without limiting the foregoing and in accordance with Sections 11.201 and 11.163, Texas Education Code, the Board by policy has delegated or will delegate to the Superintendent the authority to:

- (a) Determine the organizational structure, assignment and reassignment of the members of the District's central administrative staff;
- (b) Determine the assignment and reassignment of all campus principals and assistant principals;
- (c) Make recommendations to the Board regarding the employment and continued employment of contractual staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code.
- (d) Employ, terminate or nonrenew all staff not covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code, in the manner which, in the judgment of the Superintendent, best serves the District, independent of Board approval but subject to guidelines established in policy by the Board.

2.2 Board Meetings. The Superintendent (or, with Board approval, the Superintendent's designee) shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters 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 and/or the Superintendent's evaluation; when the Board is acting in its capacity as a tribunal and the Superintendent and/or the administration is a party in the matter before the Board; or where the Board by majority vote in open session chooses to meet in closed session without the Superintendent.

2.3 Board Committee Meetings. The Superintendent or the Superintendent's designee shall attend all Board Committee Meetings, Board-authorized and approved citizen committee meetings, and further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested.

2.4 Criticisms, Suggestions, Requests for Information. Pursuant to the duties established herein, the Board, individually and collectively, shall promptly refer all criticisms; complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action and the Superintendent shall promptly investigate such matters and promptly inform the Board, collectively, of the results of such efforts. Individual Board members will direct all inquiries and requests for information to the Superintendent, and the Superintendent shall make known all such inquiries, responses and information from/for individual Board members to the entire Board. Individual Board members shall not direct or require the Superintendent or other District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other employees regarding the preparation of reports shall be by Board directive.

2.5 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.

2.6 Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings

brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

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

### III.

#### COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of \$315,000.00. The full annual salary shall be paid in twelve equal installments, except for the 2006-2007 contract year only, during which the Superintendent has already received four installments of \$25,000.00 (for July through October, 2006). For the balance of the 2006-2007 contract year, the Superintendent shall receive eight installments of \$26,875.00 for the months November, 2006 through June, 2007. A "contract year" or "school year" shall run from July 1 of each calendar year through June 30 of the following calendar year and shall consist of 240 contract days.

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 and, where applicable, Section 5.4 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits, unless specifically provided in the addendum or new contract. If such adjustments are made during a school year, the new salary shall not be effective until the beginning of the next school year unless made effective at a different date by action of the Board.

#### IV.

### ANNUAL PERFORMANCE GOALS

4.1 Annual Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals as mutually agreed upon. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board.

4.2 Performance Criteria. The goals developed by the Superintendent and 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. The Board agrees to work with and support the Superintendent in implementing these goals.

#### V.

### REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives approved by the Board for the year of evaluation.

5.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive session unless a public hearing is requested by the Superintendent, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information, as provided by law.

5.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, in consultation with the Superintendent, and in accordance with Article V of this Contract, the Board's policies, and state and federal law. In the event the Board, after consulting with the Superintendent, deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5.4 After completion of the 2005-06 school year (August 31, 2006) and for each year thereafter, including the terminal year of this Contract or any extension thereof, if the Superintendent meets or exceeds expectations on her performance review, the Superintendent shall be entitled to receive a payment from the District equal in amount to the cost to the Superintendent of purchasing from the Texas Teacher Retirement System one year of creditable service under Tex. Government Code Chapter 823, Subchapter E. Such amount shall be payable into a qualified

annuity or other retirement plan of the Superintendent's designation and shall be payable not later than December 31 following the close of the applicable school year.

## VI.

### RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Renewal. Following the yearly evaluation of the Superintendent or at other times in the Board's discretion, the Board may consider renewal of the Superintendent's Contract.

6.2 Nonrenewal. The Board shall notify the Superintendent in writing on or before the 30th day prior to the last day of the last year of this Contract if this Contract is being considered for nonrenewal under the terms of the Texas Education Code, Chapter 21, Subchapter E.

6.3 Nonrenewal Procedure. In the event the Board proposes to not renew this Contract, the Superintendent shall be afforded all applicable rights as set forth in the Board's policies and State and Federal 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.

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

7.3 Resignation. The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of any school year without penalty, provided the Superintendent submits a resignation in writing to the Board forty-five (45) days prior to the first day of instruction of the following school year, or upon such other notice of resignation which the Board chooses, at its option, to accept. Upon the acceptance of such written resignation by the Board, the representative rights, duties and obligations stated herein shall terminate.

7.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause. For the purposes of this Contract, the term "good cause" shall be defined as follows:

- (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 from the Board or failure of the District to make measurable progress towards the goals stated in the District improvement plan; provided.



however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency, inefficiency or failure;

- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) The possession, use, or being under the influence of alcoholic beverages while on District property, or drunkenness or excessive use of alcoholic beverages at any time;
- (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) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification;
- (q) Conducting personal business during school hours when it results in neglect of duties;
- (r) Failure to report to the Board any arrest, conviction or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy;
- (s) Failure to maintain an effective working relationship, or maintain good rapport with parents, the community, staff or the Board; however, if such failure is due to no fault of the Superintendent, it shall not constitute good cause to terminate the Superintendent;
- (t) Falsification of required information on an employment application; or
- (u) Any other reason constituting "good cause" under Texas law.

7.5 Termination Procedure. In the event that the Board terminates this Contract, the Superintendent shall be afforded all the rights as set forth in the Board's policies and State and Federal law.

## VIII.

### BENEFITS

8.1 Expenses. The District shall pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract as approved by the Board. The District agrees to pay the actual and incidental costs incurred by the Superintendent for the reasons of district-related travel (including, but not limited to, gasoline, hotels and accommodations, meals, and rental car), and other expenses incurred in the performance of the business of the District. Reimbursement for all such expenses shall be in accordance with the District's travel reimbursement procedures save only that the Superintendent shall not be required to obtain prior approval to travel. In those instances where the Superintendent intends to travel out of state on District business, the Superintendent shall notify the Board of the Superintendent's itinerary.

8.2 Insurance. The District shall pay the premiums for hospitalization, major medical, dental, vision, and basic life insurance coverage for the Superintendent to the same extent such premiums are paid by the District for its executive administrative employees on twelve-month contracts pursuant to the group health care plan provided by the District. The District shall also make available to the Superintendent other benefit programs such as flexible spending accounts, 403(b) plans, disability plans and other programs to the same extent those programs are made available to District executive administrative employees on twelve-month contracts. The District shall pay the annual premium of the Superintendent's enrollment in a disability plan offering coverage for up to one year's disability that is offered to District employees.

8.3 Vacations, Holidays, Sick Leave. The Superintendent shall receive the same number of days of vacation authorized by policies adopted by the Board for executive administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Unused vacation days may be accrued by the Superintendent from year to year up to a maximum of 33 days; any accrued but unused vacation days in excess of 33 days will be lost at the end of each school year. The Superintendent shall observe the same legal holidays as provided by Board policies for executive administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave days as authorized by Board policies for executive administrative employees on twelve-month contracts.

8.4 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 and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars and courses by public or private institutions or by educational associations, as well as the participation in the 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 District shall permit a

reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships which the Superintendent and Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

8.5 Memberships. The District expects and urges the Superintendent to be actively involved in community affairs and, to the extent consistent with the performance of her duties, to be involved in community activities and civic organizations. The Superintendent shall determine which organizations will provide the greatest benefit to the Superintendent and to the District, and will submit for Board approval proposed membership in such organizations prior to joining the organizations. Upon approval by the Board, the District shall pay for the Superintendent's membership in such organizations.

8.6 Automobile. Due to the nature of the responsibilities and duties of the Superintendent as the chief administrator and executive officer of the District, the District shall provide the Superintendent with an allowance for all expenses related to her automobile for business travel to destinations within the Metroplex in the sum of \$600.00 per month.

## **IX.**

### **PHYSICAL CONDITION**

9.1 It shall be the obligation of the Superintendent to inform the Board of any medical condition that prevents the Superintendent from discharging her required duties.

## **X.**

### **OUTSIDE EMPLOYMENT**

10.1 Outside Employment. Any outside employment of or the performance of any consulting services by the Superintendent shall require prior Board approval.

## **XI.**

### **MISCELLANEOUS**

11.1 Controlling Law. The Contract shall be governed by the laws of the State of Texas and shall be performable in Fort Worth, Tarrant County, Texas. Venue for any legal action arising under this agreement shall be in a court of competent jurisdiction in Tarrant County, Texas, unless state or federal law require a different venue.

11.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

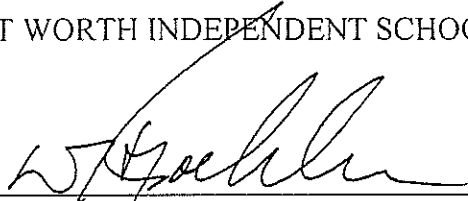
11.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

11.4 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.

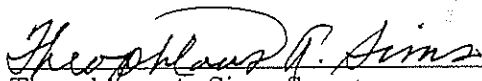
EXECUTED on this 12<sup>th</sup> day of December, 2006.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

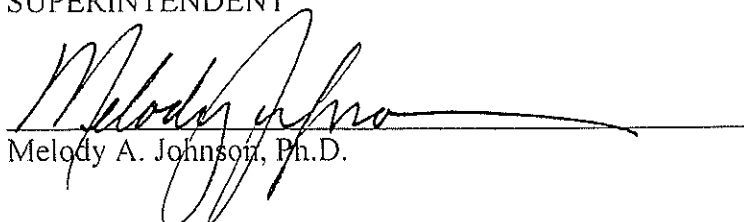
By:

  
William H. Koehler,  
President, Board of Education  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107

ATTEST:

  
Theophilous A. Sims, Secretary

SUPERINTENDENT

  
Melody A. Johnson, Ph.D.

251394

**Texas Administrative Code  
Chapter 109 Disclosures  
Disclosure B**

**Reimbursements Received by Superintendent and Board Members  
For the Year Ended August 31, 2006**

Summary schedule for the fiscal year (12-month period) of total reimbursements received by the superintendent and each board member. The summary schedule reports reimbursements for meals, lodging, transportation, motor fuel, and other items separately. It does not include reimbursements for supplies, materials and other costs that were purchased for the operation of the school district or allowances paid as part of the superintendent's employment contract.

Name	Meals	Lodging	Transportation	Motor Fuel	Registration & Other	Total
Melody Johnson	\$459.00	\$2,307.18	\$2,398.80	\$0.00	\$3,137.50	\$8,302.48
Chris Hatch	48.00	555.90	215.82	0.00	75.00	894.72
William Koehler	51.08	902.92	1,424.67	0.00	940.32	3,318.99
Jean McClung	0.00	554.31	773.55	0.00	1,303.63	2,631.49
Christene Moss	139.90	1,469.55	3,658.13	0.00	3,268.49	8,536.07
Judy Needham	282.82	1,567.76	1,395.11	0.00	953.00	4,198.69
Juan Rangel	447.64	1,530.75	4,093.46	0.00	2,141.42	8,213.27
Norman Robbins	103.10	951.96	1,060.55	0.00	366.70	2,482.31
Camille Rodriguez	105.34	1,914.49	1,083.36	0.00	1,000.00	4,103.19
TA Sims	146.50	255.57	351.51	0.00	1,195.50	1,949.09
<b>Total All Travelers</b>	<b>\$1,783.38</b>	<b>\$12,010.39</b>	<b>\$16,454.96</b>	<b>\$0.00</b>	<b>\$14,381.56</b>	<b>\$44,630.29</b>

**Texas Administrative Code  
Chapter 109 Disclosures  
Disclosure C**

**Reportable Superintendent's Compensation**

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. The schedule shall separately report the amount received from each entity.

No Amounts Reported

**Texas Administrative Code  
Chapter 109 Disclosures  
Disclosure D**

**Reportable Gifts**

A summary schedule for the fiscal year of the dollar amount of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year. This reporting requirement only applies to gifts received by the executive officers and board members (and their immediate family as described by Government Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity or affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matters related to attendance at education-related conferences and seminars whose primary purpose is to provide continuing education (this exclusion does not apply to trips for entertainment related purposes or pleasure trips). This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had an aggregate economic value of less than \$250 per executive officer or board member.

No Amounts Reported



**Texas Administrative Code  
Chapter 109 Disclosures  
Disclosure E**

**Business Transactions with District**

A summary schedule for the fiscal year of the dollar amount received by board members for the aggregate amount of business transactions with the school district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

No Amounts Reported

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## Financial Integrity Rating System of Texas

### DETERMINATION OF RATING

A.	Did The District Answer 'No' To Indicators 1, 2, Or 3? OR Did The District Answer 'No' To Both 4 and 5? If So, The District's Rating Is Substandard Achievement.	
B.	Determine Rating By Applicable Range For The Number Of Indicators Answered 'No':	
	Superior Achievement	0-2
	Above Standard Achievement	3-4
	Standard Achievement	5-6
	Substandard Achievement	7+ OR 'No' To Critical Indicator(s)

### INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios		Indicator 17	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	4	14
500-999	10	22	500-999	5.5	14
1000-4999	11.5	22	1000-4999	6	14
5000-9999	13	22	5000-9999	6.5	14
= > 10000	13.5	22	= > 10000	6.6	14

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

THE [TEXAS EDUCATION AGENCY](#)

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**Fort Worth**  
Independent School District

1882 125 YEARS 2007

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