



**College Station Independent School District
Financial Management Report
For the 2015-2016 Fiscal Year**

**Distributed at Public Hearing
November 14, 2017**

5	<u>Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)</u>	3/28/2017 11:09:21 AM	Yes
			1 Multiplier Sum
6	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	3/28/2017 11:09:21 AM	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	3/28/2017 11:09:22 AM	10
8	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	3/28/2017 11:09:22 AM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?</u>	3/28/2017 11:09:22 AM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	5/18/2017 12:17:32 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/28/2017 11:09:23 AM	10
12	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)</u>	6/21/2017 8:12:38 PM	10
13	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</u>	3/28/2017 11:09:23 AM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	3/28/2017 11:09:24 AM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	3/28/2017 11:09:24 AM	10
			100 Weighted Sum

		1 Multiplier Sum
		100 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 5, or 2.A? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89
	C = Meets Standard	60-79
	F = Substandard Achievement	<60

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

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

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

FIRST 4.4.6.0



Disclosures

Reporting requirements for the financial management report for School FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System**. This rule describes requirements for the six (6) disclosures explained below that are to be presented as appendices in the School FIRST financial management report.

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the School FIRST hearing in calendar year 2017. In lieu of publication in the School FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

State of Texas
County of Brazos

Superintendent Term Contract

This Term Contract is entered into by and between the Board of Trustees (the "Board") of College Station Independent School District (the "District"), a body politic and corporate, of Brazos County, Texas, and Clark C. Ealy (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Section 11.151, Texas Education Code Chapter 21, and the general laws of the state of Texas. The Board on behalf of the District and the Superintendent may be referred to jointly in this Contract as "Parties."

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

- I. **Term.** The Board agrees to employ the Superintendent on a twelve month basis per school year, **beginning July 1, 2017 and ending June 30, 2020.**
- II. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
- III. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

3.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

IV. Duties. The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:

4.1 Authority. The Superintendent is the chief administrative officer of the District. The Superintendent shall perform such duties as prescribed in state law, the job description, and District policies, as well as any additional lawful duties as the Board may designate from time to time.

4.2 Standard. Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.3 Annual Evaluation.

A. Time and Basis of Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based at least in part on the District's progress towards accomplishing the written District Goals as agreed on by the Superintendent and Board.

B. Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

C. Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Upon completion of the evaluation by the Board, the Board shall meet with the Superintendent to discuss the evaluation. In the event

the Board 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.

- 4.5 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.6. Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or the discussion of Board officer elections, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

V. Compensation.

- 5.1 Salary.** The District shall pay the Superintendent an annual salary of two hundred twenty-two thousand, two hundred eighty five dollars (\$222,285) per year.
- 5.2 Adjustments.** At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this Contract. Adjustments to salary and any other compensation under Section V of this Contract shall be based only on performance in accordance with the Superintendent's annual evaluation under Section IV of this Contract and not on any general increase for District administrators, unless otherwise determined by the Board.
- 5.3 Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.4 Professional Membership Fees.** Reasonable fees and costs will be paid by the District for the Superintendent's membership and participation in organizations related to his professional development and civic responsibilities. The Superintendent is encouraged to participate in both professional and civic organizations that expand his professional growth

and his involvement in the community. The Superintendent will submit an annual budget for such fees as part of the District's overall budget for Board approval.

- 5.5 Business Expenses.** The District shall provide the Superintendent with a travel allowance for in District travel in the sum of one thousand (\$1,000) per month. The District will pay for or reimburse reasonable actual and incidental expenses incurred by the Superintendent in the continuing performance of duties on behalf of the District under this Contract. The District will provide the Superintendent with a national credit card on which he may make charges for all expenses reimbursable by the District. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review annually by the District's independent auditors.

The District will pay for or reimburse all reasonable actual and incidental expenses associated with the Superintendent's work with staff members, community members and other persons which are related to the performance of duties as Superintendent. The Superintendent will submit an annual budget for such expenses as part of the District's overall budget for the Board approval.

- 5.6 Health and Life Insurance.** The District shall provide the Superintendent with the same standard group health-related insurance options available to other District employees. The District shall provide the Superintendent with the same "Leadership Team Group Life Insurance" benefits available to District employees who are a part of the leadership team as defined by the Board.
- 5.7 Vacation Leave Days.** In addition to the personal leave days granted to other employees of the District, the Superintendent shall accrue an additional 15 vacation leave days annually, which he may take at his choice when not interfering with urgent duties. The days may be taken in a single period or at different times as will least interfere with the performance of his regular duties for the District. The Superintendent may carry over a maximum of five vacation leave days from one year to the next, but shall at no time accrue, in the aggregate, more than 30 vacation days. The Superintendent shall notify the Board President of the days he takes as vacation.
- 5.8 Unused Vacation Days.** The District shall pay the Superintendent for any unused vacation leave days up to a maximum of 30 days upon his leaving the District's employ.

VI. Legal Defense and Indemnification.

- 6.1 Legal Defense.** The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law. The District shall indemnify the Superintendent against any and all awards, judgments, settlements, or any form of monetary compensation arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law.
- 6.2 Dispute with District.** The Board shall not provide a legal defense or indemnification for any demand, claim, suit, action, or any legal proceeding between the Superintendent and the District, its agent, servants, employees, or subordinates.
- 6.3 Misconduct.** Notwithstanding anything in this Section or in the Contract to the contrary, the District shall not be obligated to defend or indemnify the Superintendent in the event it is determined that the demand, claim, suit, action, or legal proceeding against the Superintendent is the result of:
- a. An act or omission that involves intentional misconduct or a knowing violation of the law; or
 - b. A transaction from which the Superintendent received an improper benefit.
- 6.4 Insurance.** The District may fulfill its obligation under this Section by purchasing insurance coverage as determined by the Board.
- VII. Extension.** At any time during the Contract, the Board may, in its discretion extend the term of the Contract and reissue the Contract, adding one year to the term. Extension of the Contract may be considered as part of the annual evaluation process under Section IV of this Contract. Failure to extend or to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall have no right to such extension.
- VIII. Resignation.** The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed and filed with the Board not less than 120 days prior to the effective date of the Superintendent's resignation in the year that the release from this Contract is requested. The Superintendent may resign with the consent of the Board at any other time.

IX. Termination and Nonrenewal of Contract. Termination or nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code Chapter 21 and applicable Texas law.

X. Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with or without pay during the term of this Contract for good cause as determined by the Board in accordance with applicable Texas law.

XI. General Provisions.

11.1 Amendment. This Contract may not be amended except by written agreement of the Parties.

11.2 Severability. If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

11.3 Entire Agreement. All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.

11.4 Applicable Law and Venue. Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

11.5 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

XII. Notices.

12.1 To Superintendent. The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to die Superintendent's address of record.

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

This Contract has been approved by majority vote of the Board in a lawfully called and convened public meeting. It is executed by authorized individuals in duplicate on the dates stated below.

The Parties have read this Contract and agree to abide by its terms and conditions.

Superintendent: 

Date Signed: 7/18/17

College Station Independent School District

By: 
President, Board of Trustees

Date Signed: 7/18/17

Attest: 
Vice-President, Board of Trustees



Disclosures

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2016

For the Twelve-month Period Ended: August 31, 2016	Clark Ealy, Superintendent	Board Member Mike Nugent	Board Member Carol Barrett	Board Member Michael Wesson	Board Member Jeff Harris	Board Member Quinn Williams	Board Member Michael Schaefer	Board Member Valerie Jochen	Board Member Paul Dorsett
Meals	\$ 303.45	\$ 0.00	\$ 0.00	\$ 0.00	\$ 40.36	\$ 0.00	\$ 232.59	\$ 0.00	\$ 0.00
Lodging	3,288.99	351.26	668.30	613.99	351.26	438.36	916.34	622.30	477.42
Transportation	3,273.04	98.71	222.39	98.71	222.39	222.39	222.39	222.39	123.68
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.00
Total	\$ 7,095.48	\$ 449.97	\$ 890.69	\$ 712.70	\$ 614.01	\$ 660.75	\$1,371.32	\$ 844.69	\$ 601.10

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2016, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

Lodging – Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.

Motor fuel – Gasoline.

Other – Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2016

For the Twelve-Month Period Ended August 31, 2016	
Clark Ealy	\$0.00
Total	\$0.00

Note – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



Disclosures

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2016

For the Twelve-month Period Ended: August 31, 2016		Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Clark Ealy, Superintendent	Mike Nugent	Carol Barrett	Michael Wesson	Jeff Harris	Quinn Williams	Michael Schaefer	Valerie Jochen	Paul Dorsett
Summary Amounts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



Disclosures

5. Business Transactions Between School District and Board Members for Fiscal Year 2016

For the Twelve-month Period Ended: August 31, 2016	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Mike Nugent	Carol Barrett	Michael Wesson	Jeff Harris	Quinn Williams	Michael Schaefer	Valerie Jochen	Paul Dorsett
Summary Amounts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Note - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.



Disclosures

6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

A. Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC Section 39.0822

General Fund – First Quarter Expenditures by Object Code

Report 2015-16 First-Quarter (first three months of fiscal year 2015-16) General Fund expenditures by object code whole numbers.

Payroll	Expenditures for payroll costs	Object codes 6110-6149	\$25,010,274.47
Contract Costs	Expenditures for services rendered by firms, individuals, and other organizations	Object code series 6200	\$1,481,680.98
Supplies and Materials	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	\$1,190,439.05
Other Operating	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	Object code series 6400	\$873,811.57
Debt Service	Expenditures for debt service	Object code series 6500	\$0.00
Capital Outlay	Expenditures for land, buildings, and equipment	object code series 6600	\$415,086.14



Disclosures

B. Districts with a September 1-August 31 fiscal year 2016

Within the last two years, did the school district:

	Check the Answer	Yes	No
Draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and			X
For the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?			X

Districts with a July 1-June 30 fiscal year

Within the last two years, did the school district:

	Check the Answer	Yes	No
Draw funds from a short-term financing note (term less than 12 months) between the months of July and October, inclusive, and			
For the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?			

C. Financial exigency disclosure:

	Check the Answer	Yes	No
Has the school district declared financial exigency within the past two years?			X