

School FIR\$T

Financial Integrity Rating System of Texas

Annual Financial Accountability Management Report

2020-2021 Rating

2019-2020 Fiscal Year Data

Rating: “A”- Superior



Lubbock-Cooper Independent School District Annual Financial Accountability Management Report

The requirement for the development of a school financial accountability rating system was enacted by Senate Bill 875, 76th Legislature (1999), Regular Session. The primary goal of the School FIRST Rating is to achieve quality performance in the management of school districts' financial resources.

The School FIRST rating system was updated in August 2021 to include changes in the Commissioner's rules for School FIRST Ratings. These changes were implemented by the Texas Education Agency beginning with rating years 2020-21 based primarily on data from fiscal year 2020.

Legislative rules require the district to present a FIRST management report. The district must advertise and hold a public meeting to discuss the report and to compare indicator results from the previous year's data to the current year's data. The 2019-20 FIRST Rating is included for this purpose. There are six disclosures that must be published with the report: a copy of the superintendent's contract, reimbursements received by the superintendent or board members, any compensation or fees received by the superintendent, any gifts received by the superintendent or board members, and business transactions between the school district and board members. These required disclosures are included in this report.

The School FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts: A = superior achievement, B = above standard achievement, C = standard achievement, and F = substandard achievement.

Lubbock-Cooper Independent School District is once again rated A for superior achievement with a score of 96 out of 100.

Respectfully submitted,



Danny Davis
Assistant Superintendent



TEA FIR\$T Report

Lubbock-Cooper Independent School District

2020-2021 FIR\$T Rating



User: Danny Davis
User Role: District

RATING YEAR 2020-2021

DISTRICT NUMBER district #

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Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

Name: LUBBOCK-COOPER ISD(152906)	Publication Level 1: 8/4/2021 2:00:38 PM
Status: Passed	Publication Level 2: 8/6/2021 11:10:55 AM
Rating: A = Superior Achievement	Last Updated: 8/6/2021 11:10:55 AM
District Score: 96	Passing Score: 70

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	6/8/2021 3:54:47 PM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	6/8/2021 3:54:47 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	6/8/2021 3:54:47 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	7/1/2021 9:09:29 AM	Yes Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days</u>	6/28/2021 11:12:55 AM	Ceiling Passed

	<u>of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>		
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:47 PM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:47 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:48 PM	10
10	<u>Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?</u>	7/2/2021 1:43:39 PM	10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:49 PM	10
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:49 PM	6
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:49 PM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	6/8/2021 3:54:50 PM	10
15	<u>Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.</u>	6/8/2021 3:54:50 PM	5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	6/8/2021 3:54:50 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	6/8/2021 3:54:50 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	6/8/2021 3:54:50 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	6/8/2021 3:54:50 PM	5
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	6/8/2021 3:54:50 PM	Ceiling Passed

FIRST

Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA

State Indicator 1:

1. Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? (Yes)

Indicator Background: *Was the Annual Financial Report filed with TEA by the deadline?*

Additional Information: Lubbock-Cooper ISD's Fiscal Year end date is June 30. The November deadline is applicable to Lubbock-Cooper ISD. TEA received the audit report on or before November 27, which was within the deadline.

State Indicator

2. Was there an Unmodified Opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) (Yes)

Indicator Background: A "modified" version of the auditor's opinion in the annual audit report means that there are corrections needed in reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.

Additional Information: Terry and King, CPAs, P.C., the District's external auditors, issued an unmodified opinion for the year ending June 30, 2020

State Indicator

3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt. (Yes)

Indicator Background: *This indicator seeks to make certain that the District has paid its bill/obligations on financing arrangements to pay for construction, buses, photocopiers, etc.*



Additional Information: *Lubbock-Cooper ISD has never defaulted on any of its bond indebtedness obligations. Payment on all debt agreements were made timely.*

State Indicator

- 4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (Yes, Ceiling Passed)**

Indicator Background: *This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.*

Additional Information: *Lubbock-Cooper ISD is current with all payments due other government agencies.*

State Indicator

- 5. This indicator is not being scored.**

State Indicator

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

Indicator Background: *This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days?*

Additional Information: *Lubbock-Cooper's Assigned and Unassigned Fund Balances increased from 9,617,011 to 16,639,646. There was no decrease in fund balance over the previous 3 years and the district maintained at least 75 days of operational expenditures.*

- 7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (10)**

Indicator Background: *This indicator measures how long in days after the end of the fiscal year the district could have disbursed funds for its operating expenditures without receiving any new revenues. Did the district meet or exceed the target amount? (>=90 Days)*

Additional Information: *The District received 10 of 10 available points based on cash on hand and investments to cover 112.72 days.*

State Indicator

- 8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (10)**

Indicator Background: *This indicator measures whether the district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did the district meet or exceed the target amount?*

Additional Information: *Points are earned based on where the District's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the District's ratio of assets to debt must exceed 3 to 1. For year ending 2020, the district's ratio of assets to debt was 3.13%.*

State Indicator

- 9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? (10)**

Indicator Background: *This indicator asks simply "did the district spend more than it earned?" If the district had at least 60 days cash on hand the indicator is automatically passed.*

Additional Information: *The district did not spend more than it earned in revenue and did meet the requirement of 60 days' cash on hand with a total of cash and investments covering 112.72 days.*

State Indicator

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

Indicator Background: *This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.*

Additional Information: *Lubbock-Cooper's met the acceptable level of variance staying under the 10 percent threshold.*

State Indicator

- 11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (10)**

Indicator Background: *This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in School FIR\$T? Fortunately, this indicator recognizes that high-growth districts incur additional debt to open new instructional campuses.*

Additional Information: *The district's student membership increased by 19% for the five-year period between 2016 and 2020.*

State Indicator

- 12. Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? (6)**

Indicator Background: *This indicator asks about the school district's ability to make future debt principal and interest payments. Did you meet or exceed the target amount in School FIR\$T?*

State Indicator

- 13. Was the school district's administrative cost ratio equal to or less than the threshold ratio? (10)**

Indicator Background: *This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIR\$T for districts of your size?*

Additional Information: *Points are earned based on where the district's ratio falls on a sliding scale. To achieve the full 10 points assigned to this measure, the district's administrative cost ratio must be below 10%. The district's administrative cost ratio for 2019-2020 was 5.76%.*

State Indicator

- 14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.) (10)**

Indicator Background: *If a decline in students over 3 school years was experienced, this indicator asks if the district decreased the number of staff on payroll in proportion to the decline in students. (This indicator is automatically passed if there was no decline in students.)*

Additional Information: *The district's enrollment for the three-year period of 2017-2018 thru 2019-2020 increased 650 students*

State Indicator

- 15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? (5)**

Indicator Background: *This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.*

Additional Information: *Lubbock-Cooper fell within the allotted range for ADA projections.*

State Indicator

- 16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (Ceiling Passed)**

Indicator Background: *This indicator measures the quality of data reported to 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.*

Additional Information: *There were no significant differences between the Annual Financial Report and the PEIMS financial data.*

State Indicator

- 17. Did the external independent auditor indicate the AFR was free of any instance(s) of material weakness in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (Ceiling Passed)**

Indicator Background: *A clean audit of the Annual Financial Report would state the district has no material weaknesses in the internal controls. Any internal weaknesses create a risk of the district not being able to properly account for its use of public funds and should be immediately addressed. If the district fails this indicator, the maximum points and highest rating the district may receive is 79 points, C = Meets Standard Achievement.*

State Indicator

- 18. 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.) (10)**

Indicator Background: *This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds, contracts, and other state and federal funds.*

Additional Information: *Terry and King, CPAs, P.C., the District's external auditors, reported no material noncompliance for grants, contracts, and laws related to local, state, or federal funds in the 2019-2020 audit*

State Indicator

- 19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? (5)**

Indicator Background: *This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.*

State Indicator

- 20. Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (Ceiling Passed)**

Indicator Background: *This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district. If the district fails this indicator, the maximum points and highest rating the district may receive is 89 points and a B, which is equal to above standard achievement.*

Total Points Available: 100
District Score: 96
Passing Score: 70
Rating: A = Superior

Required Disclosures for
Lubbock-Cooper Independent School District
2020-2021 FIR\$T Rating



SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

THIS CONTRACT is made and entered into by and between the Board of Trustees (the "Board") of the Lubbock-Cooper Independent School District (the "District") and Keith Bryant (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 *Employment.* 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, beginning on July 1, 2021, and ending on June 30, 2024. 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 *No Right of Tenure.* 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created beyond the contract term

2. EMPLOYMENT

- 2.1 *Duties.* The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and/or Board policy 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 adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to the performance of his duties during the term of this Contract.
- 2.2 *Professional Certification and Records.* The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency

or the State Board for Educator Certification and all other certificates required by law or Board policy. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any material and intentional misrepresentation may be grounds for dismissal.

- 2.3 *Criminal History.* The Superintendent represents that he has made written disclosure to the Board of any conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, offense involving moral turpitude, or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board. The Superintendent also agrees that, during the term of this Contract, he will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any of the offenses referenced herein. Such notification shall be provided to the Board as soon as possible, but no later than seven calendar days of the event giving rise to the notification.
- 2.4 *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.5 *Consultant Activities.* The Superintendent agrees to devote his time, skill, labor and attention to performing his duties, but may, with the permission of the Board, undertake consulting work, speaking engagements, lecturing, training and other professional duties that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
- 2.6 *Professional Growth.* The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and necessary expenses associated with the attendance at said meetings shall be reimbursed by Lubbock-Cooper Independent School District. The District shall also pay membership fees and dues of the Superintendent to the Texas Association of School Administrators and, subject to Board approval, other memberships necessary to maintain and improve the Superintendent's professional skills. Subject to Board approval, the District shall also pay membership fees and dues of the Superintendent to local civic organizations.
- 2.7 *Board/Superintendent Relations.* The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions

called to the Board's attention either: (a) to the Superintendent for study and appropriate action, and the Superintendent shall refer such matter to the appropriate district employee or shall investigate such matter and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by District board policies.

2.8 *Attendance at Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded or advance permission has been granted to the Superintendent by the Board to be absent. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.

2.9 *Medical Examination.* The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent once a year and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.

3. **COMPENSATION**

3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Thirty-Five Thousand Five Hundred Seventy- Five Dollars and No/100 (\$235,575.00). This annual salary rate shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

3.2 *Texas Teacher Retirement System.* During the Superintendent's employment with the District, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and healthcare parts of such member contributions. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "credible compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.3 *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. However, no such adjustment shall result in the Superintendent being paid less than the salary set forth in this Contract without the mutual consent of both parties, except that mutual consent shall not be required in the event that the Superintendent's salary

is reduced pursuant to Section 3.3 of this Contract.

- 3.4 *Amendment/Financial Exigency.* The Board may amend the terms of this Contract, including the salary, on the basis of a financial exigency declared under Texas Education Code §44.011 that requires a reduction in personnel. In the event that this Contract is amended pursuant to this Section 3.3, the Superintendent may resign without penalty by providing reasonable notice to the Board and may continue employment for that notice period under the terms of this Contract as they existed prior to it being amended.
- 3.5 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District shall reimburse the Superintendent for District use of the Superintendent's personal automobile for miles traveled outside of the District by the Superintendent in the continuing performance of the Superintendent's duties under this Contract at the per mile reimbursement rate approved by the Texas Comptroller that is in effect at the time of the out-of-district travel. The District shall reimburse the Superintendent for all other out-of-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract to the extent allowed by law and Board policy, so long as said out-of-district travel is authorized by the Board. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy.
- 3.6 *Health Insurance.* The District shall provide benefits to the Superintendent as provided by state law and Board policies. The District shall pay the same amount toward the premiums for the Superintendent's health insurance coverage that the District contributes for other 12-month employees. 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.
- 3.7 *Additional Compensation.* As an addition to the annual salary of the Superintendent stated in paragraph 3.1 of this Contract, the District shall pay to the Superintendent the dollar amount of the difference between the annual total premiums for the Superintendent's family health insurance coverage and the District's contribution toward those premiums, plus an amount sufficient to make the Superintendent whole for additional tax liability based on this addition to the annual salary. The addition to the Superintendent's annual salary described in this paragraph will be paid in equal monthly installments consistent with Board policy and in conjunction with the monthly salary payments made pursuant to paragraph 3.1 of this Contract.
- 3.8 *Electronic Devices.* The District shall provide the Superintendent with a laptop at District expense to be used for personal and District business use.

- 3.9 *Credit Card.* The District shall provide to the Superintendent a school credit card to be used for District business purposes.
- 3.10 *Frequent Flyer Miles.* Any frequent flyer miles earned by the Superintendent in the scope of his duties may be redeemed by him for his personal use. It is agreed that, to the extent permitted by the terms of the frequent flyer program and at no cost to the District, the Superintendent will, in the event of a separation of employment from the District, retain for his personal use any frequent flyer miles that are earned and not redeemed as of the date of the separation of employment.
- 3.11 *Vacation, Holidays, Sick Leave.* The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-month contracts. The Superintendent will seek Board approval for any vacations that will require the Superintendent to be absent from his office for a period of ten (10) consecutive working days. 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.
- 3.12 *Retirement Plan.* The Board will not make the monthly contributions to the Texas Teacher Retirement System on behalf of the Superintendent.
- 3.13 *Spouse Expense Reimbursement.* The District shall reimburse the Superintendent for travel, lodging, meals and other related expenses incurred incident to the Superintendent's spouse accompanying the Superintendent on one (1) District-related business trip, provided, however, that said expenses are pre-approved by the Board, are necessary in the conduct of the public schools as determined by the Board and are not in conflict with State and Federal law
- 3.14 *Spousal Travel.* The District shall authorize up to 10 days annually for the Superintendent's spouse to accompany them to conferences and school function benefits in which spouses are invited. Reimbursement to the Superintendent for travel, lodging, meals, and other related expenses incurred incident to the Superintendent's spouse accompanying the Superintendent will only be for events that the Board of Trustees is also present, such as the TASA/TASB convention. All reasonable expenses which are necessary in the conduct of the public schools as pre-approved by the Board and are not in conflict with State and Federal law are to be paid by the Board by reimbursement.

4. CONTRACT FULFILLMENT INCENTIVE

- 4.1 In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. This longevity payment shall be made as follows:

- a. If on June 30, 2023, the Superintendent remains employed by the District on that date, the District shall pay the Superintendent \$5,300 for each completed year from July 1, 2020 for a total of \$15,900 payable in one lump sum on July 1, 2023.
- b. No longevity payment shall be paid to the Superintendent if he resigns, retires, is terminated, or leaves employment for any reason prior to June 30, 2023. No right of payments shall vest before June 30, 2023.

5. 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.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.
- 5.3 *Confidentiality.* Unless the Superintendent expressly requests otherwise in writing, 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 their respective legal counsel.

6. RENEWAL OR NON-RENEWAL

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

7. TERMINATION OF EMPLOYMENT

- 7.1 *Mutual Agreement.* This Contract may 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Contract without the written consent of the Board.
- 7.2 *Death/Retirement.* This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 7.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent and terminate this Contract or suspend the Superintendent without pay at any time for good cause as determined by the Board.

- 7.4 *Termination Procedure.* In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state law.
- 7.5 *Resignation.* The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

8. PROFESSIONAL LIABILITY

- 8.1 The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.
- 8.2 Subject to Board approval, the District shall also pay the annual premium of one policy of insurance per year that provides professional liability coverage to the Superintendent and which is obtained separately by the Superintendent through an organization such as the Texas Association of Community Schools.
- 8.3 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any

such proceedings.


- 8.4 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

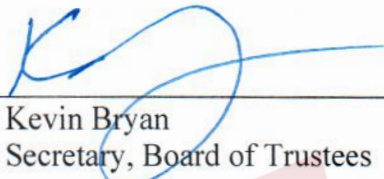
9. MISCELLANEOUS

- 9.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performable in Lubbock County, Texas . Venue of any action brought pertaining to this Contract shall be in Lubbock County, Texas.
- 9.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 9.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 9.4 *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.

EXECUTED the 8th day of February, 2021.

LUBBOCK-COOPER INDEPENDENT SCHOOL DISTRICT

By: 
Paul Ehlers
President, Board of Trustees

By: 
Kevin Bryan
Secretary, Board of Trustees

SUPERINTENDENT


Keith Bryant

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2020

For the Twelve-month Period Ended June 30, 2020								
Description of Reimbursements	Keith Bryant	Paul Ehlers	Daniel Castro	Eric Best	BJ Lewis	Kevin Bryan	Brent Preston	Ursula Caswell
Meals	\$1,110.38	\$111.65	\$142.72	\$31.07	\$154.79	\$31.07	\$154.78	\$154.77
Lodging	\$5,688.71	\$171.14	\$642.92	\$788.06	\$706.25	\$743.14	\$456.20	\$684.30
Transportation	\$8,646.44	\$280.00	\$763.98	\$880.94	\$364.96	\$569.95	\$0	\$1,091.94
Motor Fuel	\$144.84	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$2,688.90	\$412.50	\$462.50	\$462.50	\$462.50	\$512.50	\$462.50	\$837.50
Total	\$18,279.27	\$975.29	\$2,012.12	\$2,162.57	\$1,688.50	\$1,856.66	\$1,073.48	\$2,768.51

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2020, 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 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.

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2020

For the Twelve-Month Period Ended June 30, 2020	
Name(s) of Entity(ies)	
	\$
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.



4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2020

For the Twelve-Month Period Ended June 30, 2020								
	Keith Bryant	Paul Ehlers	Daniel Castro	Eric Best	BJ Lewis	Kevin Bryan	Brent Preston	Ursula Caswell
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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.

5. Business Transactions Between School District and Board Members for Fiscal Year 2020

For the Twelve-Month Period Ended June 30, 2020							
	Paul Ehlers	Daniel Castro	Eric Best	BJ Lewis	Kevin Bryan	Brent Preston	Ursula Caswell
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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.



School FIR\$T

Financial Integrity Rating System of Texas
Lubbock-Cooper Independent School District
2019-2020 Rating Based on 2018-2019



User: Danny Davis

User Role: District

RATING YEAR 2019-2020

DISTRICT NUMBER district #

Select An Option

Help

Home

Log Out



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: LUBBOCK-COOPER ISD(152906)	Publication Level 1: 8/6/2020 9:26:37 AM
Status: Passed	Publication Level 2: 8/6/2020 11:17:34 AM
Rating: A = Superior	Last Updated: 8/6/2020 11:17:34 AM
District Score: 98	Passing Score: 60

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	3/30/2020 2:02:48 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	3/30/2020 2:02:48 PM	Yes
2.B	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	3/30/2020 2:02:49 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	3/30/2020 2:02:49 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?</u>	3/30/2020 2:02:49 PM	Yes
5	This indicator is not being scored.		
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>	3/30/2020 2:02:50 PM	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>	3/30/2020 2:02:50 PM	8
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 increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.</u>	3/30/2020 2:02:50 PM	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>	3/30/2020 2:02:51 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	3/30/2020 2:02:53 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/30/2020 2:02:53 PM	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>	3/30/2020 2:02:54 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>	3/30/2020 2:02:57 PM	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>	3/30/2020 2:02:58 PM	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>	3/30/2020 2:02:58 PM	10
			98 Weighted Sum
			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 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.

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THE **TEXAS EDUCATION AGENCY**

1701 NORTH CONGRESS AVENUE • AUSTIN, TEXAS, 78701 • (512) 463-9734

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