

Financial Integrity Rating System of Texas

2018-2019 RATINGS BASED ON SCHOOL YEAR 2017-2018 DATA - DISTRICT STATUS DETAIL

Name: TERRELL ISD(129906)	Publication Level 1: 8/7/2019 3:33:27 PM	
Status: Passed	Publication Level 2: 8/8/2019 2:06:12 PM	
Rating: A = Superior	Last Updated: 8/8/2019 2:06:12 PM	
District Score: 98	Passing Score: 60	

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#	Indicator Description		Updated	Score
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?		8/5/2019 11:49:33 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	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.)		8/5/2019 11:49:33 PM	Yes
2.B	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 weaknesss.)		8/5/2019 11:49:34 PM	Yes
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.)		8/5/2019 11:49:34 PM	Yes
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?		8/5/2019 11:49:34 PM	Yes
5	This indicator is not being scored.			
				1 Multiplie Sum
5	Was the number of days of cash on hand and current inv sufficient to cover operating expenditures (excluding facil		8/5/2019 11:49:34 PM	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term		8/5/2019	8

	debt? (See ranges below.)	11:49:35 PM	***************************************
8	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.) (See ranges below.)	8/5/2019 11:49:35 PM	10
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?	8/5/2019 11:49:36 PM	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	8/5/2019 11:49:37 PM	10
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	8/5/2019 11:49:37 PM	10
12	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.)	8/5/2019 11:49:38 PM	10
13	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?	8/5/2019 11:49:39 PM	10
14	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.)	8/5/2019 11:49:39 PM	10
15	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?	8/5/2019 11:49:39 PM	10
			98 Weighted Sum
			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

Α.	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.		
в.	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 <u>TEXAS EDUCATION AGENCY</u> 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.9.1.0

Interim Superintendent Contract

This Contract is entered into between the Board of Trustees (the "Board") of the TERRELL INDEPENDENT SCHOOL DISTRICT (the "District") and DR. BRUCE WOOD (the "Interim Superintendent").

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

- 1. **Term.** The Board agrees to employ the Interim Superintendent, beginning August 16, 2019 until the District enters into a contract with a permanent superintendent or until either party terminates this contract with or without cause upon 10 days notice, whichever occurs first.
- 2. Representations and Credentials. The Interim Superintendent represents that any records or information provided in connection with his employment application are true and correct. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this contract.
- 3. **Duties.** The Interim Superintendent agrees to perform the duties of superintendent for the duration of this agreement, acting in an interim status. The Interim Superintendent agrees to devote one hundred percent of his time, skill, labor, and attention to his duties as interim superintendent during the term of this Contract.
- 4 **Outside Employment:** The Interim Superintendent may, with advance approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations.
- 5. Compensation. Compensation to be paid the Superintendent by the District shall be \$950.00 per each normally scheduled calendar workdays for which the Superintendent performs services on behalf of the District for at least six hours. "Normally scheduled calendar workdays" are those days, Monday through Friday, that the District's offices are open for business, and do not include holidays or weekends. No overtime pay shall be paid for the Superintendent's services. The Interim Superintendent shall not be paid addition funds for working outside of normal working hours or for working on weekends and/or holidays. If the Superintendent works less than six hours, the \$950.00 will prorated based on the amount of hours worked that day.
 - 5.1 Out-of-District Travel Expenses. The District shall pay or reimburse the Interim Superintendent for reasonable out-of-district travel expenses directly incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this agreement.

Such expenses may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airline tickets, and other expenses incurred in the performance of the business of the District. The Interim Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

- 6. **Benefits:** The Board shall provide benefits to the Interim 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.
 - 6.1. Holidays and Leave: The Interim Superintendent shall also receive all sick leave, holidays, and breaks observed by the District for administrators on 12-month contracts, for the period of time the Interim Superintendent provides services under this Contract. The Superintendent shall not be paid during holidays and will not be paid during leave time or breaks.
 - 6.2 **Liability Insurance:** During the term of this Agreement, the District agrees to maintain the professional liability insurance coverage that is currently in effect for professional employees.
- 7. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract with or without good cause at any time. The Parties agree that "good cause" for termination of this Contract includes the District's entering into an employment contract with a superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code chapter 21.

8. General provisions.

- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 8.2 **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.
- 8.3 Entire Agreement: All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the Parties.

- Applicable Law and Venue: Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim 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.
- 8.5 **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.

9. Notices.

- 9.1 To the Interim Superintendent: The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Interim Superintendent written notice regarding this Contract or the Interim Superintendent's employment by hand-delivering the notice to the Interim Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Interim Superintendent's address of record.
- 9.2 To the Board: The Board agrees that the Interim Superintendent may meet any legal obligation he or she has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim 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.

I have read this Contract and agree to abide by its terms and conditions:

Interim Superintendent: Burelow

Date signed: 8-21-19

Terrell Independent School District

By: Dean B. Resident, Board of Trustees

Date signed: 8.21.19