



**Public Hearing
October 9, 2017**

for the Fiscal Year Ended June 30, 2016

PASS

Superior

Table of Contents

Description	Page
State Overall TEA Ratings	2 - 3
FISD Rating	4 - 5
FISD Appeal of Rating for Indicator #10	6 - 7
Management Report	8 - 9
Superintendent's Contract	10 - 14
Prior Year Rating	15-17



Financial Integrity Rating System of Texas

**Overall Statistics
2015-2016 Status Counts**

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,017	99.51%	5,022,222	99.88%
Failed	5	0.49%	6,205	0.12%
Total	1,022	100.00%	5,028,427	100.00%

2015-2016 Rating Counts

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior	853	83.46%	4,457,010	88.64%
B = Above Standard	121	11.84%	445,407	8.86%
C = Meets Standard	43	4.21%	119,805	2.38%
F = Substandard Achievement	5	0.49%	6,205	0.12%
Total	1,022	100.00%	5,028,427	100.00%

2015-2016 Answers By Indicator

Indicator	Yes	No	10	8	6	4	2	0	Total
1	1022	x	x	x	x	x	x	x	1022
2.A	1021	1	x	x	x	x	x	x	1022
2.B	992	30	x	x	x	x	x	x	1022
3	1022	x	x	x	x	x	x	x	1022
4	1021	1	x	x	x	x	x	x	1022
5	1021	1	x	x	x	x	x	x	1022
6	x	x	824	67	52	37	25	17	1022
7	x	x	840	79	62	32	9	x	1022
8	x	x	887	78	37	13	4	3	1022
9	x	x	985	x	x	x	x	37	1022
10	x	x	808	25	20	13	17	139	1022
11	x	x	826	132	31	20	4	9	1022
12	x	x	997	x	x	x	x	25	1022
13	x	x	1017	x	x	x	x	5	1022
14	x	x	987	x	x	x	x	35	1022
15	x	x	1022	x	x	x	x	x	1022

2015-2016 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1022	100.00%	5,028,427	100.00%
	No	0	0.00%	-	0.00%
2.A	Yes	1021	99.90%	5,026,985	99.97%
	No	1	0.10%	1,442	0.03%
2.B	Yes	992	97.06%	4,926,793	97.98%
	No	30	2.94%	101,634	2.02%
3	Yes	1022	100.00%	5,028,427	100.00%
	No	0	0.00%	-	0.00%
4	Yes	1021	99.90%	5,027,891	99.99%
	No	1	0.10%	536	0.01%
5	Yes	1021	99.90%	5,026,365	99.96%
	No	1	0.10%	2,062	0.04%
6	10	824	80.63%	3,860,878	76.78%
	8	67	6.56%	514,904	10.24%
	6	52	5.09%	274,170	5.45%
	4	37	3.62%	183,137	3.64%
	2	25	2.45%	104,333	2.07%
	0	17	1.66%	91,005	1.81%
7	10	840	82.19%	3,602,756	71.65%
	8	79	7.73%	686,833	13.66%
	6	62	6.07%	399,088	7.94%
	4	32	3.13%	333,304	6.63%
	2	9	0.88%	6,446	0.13%
8	10	887	86.79%	3,748,025	74.54%
	8	78	7.63%	502,002	9.98%
	6	37	3.62%	516,875	10.28%
	4	13	1.27%	216,040	4.30%
	2	4	0.39%	17,645	0.35%
	0	3	0.29%	27,840	0.55%
9	10	985	96.38%	4,914,101	97.73%
	0	37	3.62%	114,326	2.27%
10	10	808	79.06%	4,177,927	83.09%
	8	25	2.45%	80,261	1.60%
	6	20	1.96%	83,975	1.67%
	4	13	1.27%	81,764	1.63%
	2	17	1.66%	89,944	1.79%
	0	139	13.60%	514,556	10.23%
11	10	826	80.82%	4,327,916	86.07%
	8	132	12.92%	603,272	12.00%
	6	31	3.03%	76,653	1.52%
	4	20	1.96%	17,346	0.34%
	2	4	0.39%	1,579	0.03%
12	10	997	97.55%	5,015,235	99.74%
	0	25	2.45%	13,192	0.26%
13	10	1017	99.51%	5,025,539	99.94%
	0	5	0.49%	2,888	0.06%
14	10	987	96.58%	4,942,392	98.29%
	0	35	3.42%	86,035	1.71%
15	10	1022	100.00%	5,028,427	100.00%

Last Updated: Friday, July 21, 2017 11:36:33 AM

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



2016-2017 Home Status Summary

2016-2017 Ratings based on School Year 2015-2016 Data - District Status Detail

Name:
FREDERICKSBURG Publication Level 1: 8/8/2017 2:29:29 PM
ISD(086901)
Status: Passed Publication Level 2: 8/8/2017 2:29:29 PM
Rating: A = Superior Last Updated: 8/8/2017 2:29:29 PM
Indicators Answered
YES: 15 Indicators Answered NO: 1

#10 - received full 10 points with final ratings after appeal in Nov 2017. Final score was 100 out of 100.

District Score: 90 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>	3/28/2017 11:33	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>	3/28/2017 11:33	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>	3/28/2017 11:33	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>	3/28/2017 11:33	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>	3/28/2017 11:33	Yes
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 11:33	Yes
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 11:34	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 11:34	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</u>	3/28/2017 11:34	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the</u>	3/28/2017 11:34	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	5/18/2017 12:23	0
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 11:34	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 20:18	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 11:34	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 11:34	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 11:34	10
			90 Weighted Sum
			1 Multiplier Sum
			90 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.



Financial Integrity Rating System of Texas

2016-2017 Ratings Based on 2015-2016 School Year Data Indicator Test 10

Name:	FREDERICKSBURG ISD (086901)
Indicator:	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)
Result/Points	0
Last Updated:	5/18/2017 12:23

Formula

Field	Value
(Total Revenues (in the General Fund and Debt Service Fund)	35,565,026
- Total Expenditures (in the General Fund and Debt Service Fund)	37,995,804
+ Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	3,936,351
+ Fund Code 599 (Ending Debt Service fund balance)	2,094,876
+ Function Code 81	0
) / Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	3,936,351

Mathematical Breakdown: 0.9147

Result Determination Reference

Determination of Points

10	8	6	4	2	0
>=1.20	<1.20 >=1.15	<1.15 >=1.10	<1.10 >=1.05	<1.05 >=1.00	<1.00

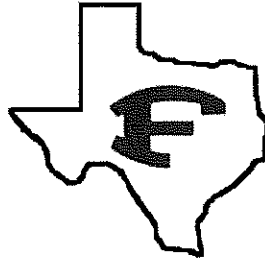
Home Page: [Financial Accountability](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

[The Texas Education Agency](#)

1701 North Congress Avenue · Austin, Texas, 78701 · (512) 463-9734

FIRST 4.4.6.0

FISD Note: This indicator does not take into account that we had fund balance.	7/1/2015	\$	2,949,584
	6/30/2016	\$	2,094,876



Fredericksburg ISD

234 Friendship Lane ▪ Fredericksburg, Texas 78624
Central Administration ▪ Telephone (830) 997-9551 ▪ Fax (830) 997-6164

September 1, 2017

Texas Education Agency
Attn: Schools FIRST appeal
1701 N. Congress Ave.
Austin, TX 78701

Re: Fredericksburg ISD 086901 Schools FIRST preliminary rating appeal

To Whom it Concerns:

I am writing to appeal the 2016-2017 Schools FIRST Ratings based on 2015-16 data. Indicator Test #10 is to determine if the debt service coverage ratio was sufficient to meet the required debt service. We do not agree with the actual factors used in the calculation that is assigned to this indicator, nor do we agree that we should have received 0 points as opposed to the full 10 points. We had ample funds to cover the debt service.

In looking at the website, it does not show how the formula is calculated. Therefore, I contacted TEA and was given the calculation which is what is shows in TAC 19 TAC 109.1001(e)(3). This calculation is for the debt service coverage ratio, which is calculated as

$(A - B + C + D+E) / C$, where

A = Total Revenue (in the General Fund and Debt Service Fund);

B = Total Expenditures (in the General Fund and Debt Service Fund);

C = Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund);

D = Fund Code 599 (Ending Debt Service fund balance);

E = Capital Outlay (Function Code 81 in the General Fund)

This would calculate as net change in the General and Debt Service Funds fund balances, add back the debt service expenditures in the General Fund and Debt Service Fund, add the ending Debt Service Fund Balance, add the Capital Outlay in Function Code 81 in the General Fund. Divide the result by the Debt Service Expenditures in the General and Debt Service Funds.

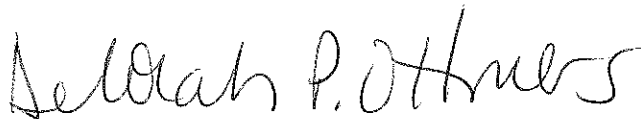
While I'm sure there is no great way to calculate this indicator, especially since you are considering the General Fund as well, this chosen calculation seems very cumbersome and inaccurate. According to research, a debt service coverage ratio (DSCR) is the ratio of **cash available** for debt servicing to

interest, principal, and lease payments. This ratio should not calculate fund balance changes and revenues and expenditures, only the cash available to service the debt.

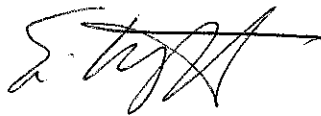
We at FISD have intentionally spent more than we brought in during the year because we have collected more than 100% of the tax levy due to delinquent receipts and penalties and interest. We are intentionally bringing the fund balance down as it is to be used for debt service and no other purpose. School districts who plan as we have or who have refunding of debt due to the recording of revenues and expenditures would likely run into this same scenario.

Had the calculation been as noted in my research, our ratio would be 1.528, and this makes much more sense. We had plenty of cash to pay the debt service and pay it timely. Hence, the debt service coverage ratio was just fine at FISD. We ask that you reconsider the calculation not only for FISD, but for all Texas school districts.

Thank you for your consideration.
If you have any questions, please call.

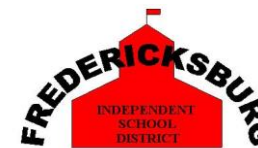


Deborah P. Ottmers, CPA, RTSBA, CBM
Assistant Superintendent for Business & Finance
Fredericksburg ISD
234 Friendship Lane
Fredericksburg, TX 78624
(830) 997-9551 ext 1020 (830) 997-6164 fax



Dr. Eric Wright
Superintendent
Fredericksburg ISD

School FIRST Annual Financial Management Report
Fredericksburg ISD
FY 2015/16 in Oct 2017



Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Amended to be effective 2/3/11. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose 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.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
 Ended June 30, 2016

Description of Reimbursements	Totals	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Natalie Bowman	Dale Geistweidt	Lorrie Hess	Kay Stech	Kerrine Herber
Meals		\$ 52.00	\$ 42.00	\$ -	\$ 28.00	\$ 42.00	\$ 42.00	\$ 42.00	\$ 42.00
Lodging		\$ 756.24	\$ 425.28	\$ -	\$ 425.28	\$ 425.28	\$ 184.21	\$ 184.21	\$ 368.42
Transportation		\$ 709.03	\$ 159.94	\$ 7.60	\$ 139.94	\$ 153.94	\$ 206.60	\$ 100.20	\$ 167.20
Motor Fuel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ 724.00	\$ 425.00	\$ 50.00	\$ 425.00	\$ 514.00	\$ 400.00	\$ 400.00	\$ 400.00
Totals by person	\$ -	\$ 2,241.27	\$ 1,052.22	\$ 57.60	\$ 1,018.22	\$ 1,135.22	\$ 832.81	\$ 726.41	\$ 977.62
Total - all	\$ 8,041.37								
Total - Board	\$ 5,800.10								
Total - Superintendent	\$ 2,241.27								

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

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.

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period
 Ended June 30, 2016
 Name(s) of Entity(ies)

Amount
 Received
 \$ -

Total

\$ -

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)
 (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period
 Ended June 30, 2016

	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Natalie Bowman	Dale Geistweidt	Lorrie Hess	Kay Stech	Kerrine Herber
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
 Ended June 30, 2016

	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Natalie Bowman	Dale Geistweidt	Lorrie Hess	Kay Stech	Kerrine Herber
Amounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Occasional payments related to Dave Campbell are made to his company, Heartland Enterprises for STEM supplies/services, tho most are donated to FISD. Payments in the amount of \$ - were made in the year 2015/16 for the FHS STEM Engineering Program.

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

Superintendent Employment Contract

This Contract is entered into between the Board of Trustees (the "Board") of the Fredericksburg Independent School District (the "District") and Dr. Eric K. Wright (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent, for a term of three years, beginning July 1, 2017 and ending June 30, 2020. The Board and the Superintendent (the "Parties") may extend the term of this Contract by mutual agreement. The Superintendent does not have a property or liberty interest or any other legally recognized and protected interest or expectation in such extension by the Board. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein unless the parties agree to different compensation and benefits in the form of a written addendum, extension of Contract, or a new Contract.
2. **Professional Certification and Records.** This Contract is conditioned upon the Superintendent providing and maintaining the required and necessary certifications, permits, oath of office and other records required to act as a superintendent as prescribed by the laws of the State of Texas, the rules and regulations of the Texas Education Agency, the State Board of for Educator's Certification and the District. The failure to provide and/or maintain the necessary certifications shall immediately render this Contract void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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 or of any 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.

4. 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 shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 Standard: Except as otherwise permitted by this Contract, 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 Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. Compensation.

5.1 Salary:

(a) The Superintendent shall be paid an annual salary of \$152,440.00 for his services during the term of this Contract. This salary shall be paid in installments consistent with the District's policies and the District's normal payroll schedule.

(b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(c) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 Automobile and Mobile Phone Allowance: The District shall pay the Superintendent the total sum of \$600.00 per month as an automobile and mobile phone allowance. The District shall have no obligation or responsibility related to the Superintendent's automobile and mobile phone other than the payment of the allowance provided for in this paragraph. Superintendent agrees that the mobile phone shall have a local non-long distance number which shall be made available for use as a school contact number as needed. The Superintendent shall also be reimbursed mileage for out of District travel in the exercise of the performance of the Superintendent's duties under this agreement at the rate permitted by District policy.

5.3 Information, Technology/Communications: The District shall provide the Superintendent with a laptop, desktop, and mobile device for Superintendent's business and personal use provided that such personal use is legal and does not conflict with District policy and restrictions on electronic use.

5.4 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.

5.5 Professional Growth: The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional and state levels. The District shall pay the Superintendent's basic membership dues in two professional organizations such as the Texas Association of School Administrators, the Association of Texas Professional Educators or other similar organizations as the Superintendent deems appropriate for the performance of his duties.

6. **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the President of the Board, wherein verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all reasonable costs of the annual physical examination that are not covered by the District's group health plan. The examination shall be performed on or before January 31 of each year of this Contract.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination or Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
9. **General Provisions.**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 9.2 **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.
 - 9.3 **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 constitutes the entire agreement between the Parties.
 - 9.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be Gillespie County, Texas. 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.
 - 9.5 **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.

9.6 Legal Representation: Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

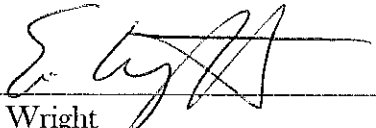
9.7 Board Policies: Reference herein to "District Policy(ies)" or "Board Policy(ies)" include the District's policies as they exist at the time of the execution of this Contract or as may be hereinafter adopted or amended.

10. Notices.

10.1 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 regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the 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 address of record, as provided to the District.

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

Superintendent: 
Dr. Eric K. Wright

Date Signed: 6-13-17

Fredericksburg Independent School District

By: 
Natalie Bowman, President, Board of Trustees

Date Signed: 6-12-17



Financial Integrity Rating System of Texas

2015-2016 Ratings based on School Year 2014-2015 Data - District Status Detail

Name: FREDERICKSBURG ISD(086901)		Publication Level 1: 8/8/2016 6:20:16 PM	
Status: Passed		Publication Level 2: 8/8/2016 6:20:16 PM	
Rating: A = Superior		Last Updated: 8/8/2016 6:20:16 PM	
Indicators Answered YES: 16		Indicators Answered NO: 0	
District Score: 100		Passing Score: 31	
#	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>	3/16/2016 15:37	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>	3/16/2016 15:37	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>	3/16/2016 15:37	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.)	3/16/2016 15:37	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?	3/16/2016 15:37	Yes
5	Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets 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.)	3/16/2016 15:37	Yes
			1 Multiplier Sum
6	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.)	8/4/2016 13:38	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	6/30/2016 13:25	10
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 10 percent or more, then the school district passes this indicator.) (See ranges below.)	8/4/2016 13:38	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?	8/4/2016 13:38	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	8/4/2016 13:38	10
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	3/16/2016 15:37	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>	3/16/2016 15:37	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>	3/16/2016 15:37	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>	3/25/2016 14:01	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>	3/24/2016 16:29	10
		Weighted Sum	100
		Multiplier Sum	1
		Score	100

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 70-100
	B = Above Standard 50-69
	C = Meets Standard 31-49
	F = Substandard Achievement <31

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 4.2.8.0