



**Public Hearing
December 14, 2015**

for the Fiscal Year Ended June 30, 2014

PASS

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FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT
Schools FIRST - Rating Worksheet
Fiscal Year Ended June 30, 2014



Passed

	Base Indicator	Actual Amounts	Score	Max
1	Was the complete annual financial report and data submitted to TEA timely?	submit AFR timely	Yes	
2	Was there an unmodified opinion in the AFR?	good audit opinion	Yes	
3	Was the school district in compliance with the payment terms of all debt agreements?	paid debt timely	Yes	
4	Was the total unrestricted net asset balance greater than zero?	positive net assets	Yes	
5	Was the school district's administrative cost ratio equal to or less than threshold?	8.96% is less than 11.51%	Yes	10
6	Did the comparison of PEIMS data vary less than 3%?	.00014% is less than 3%	Yes	10
7	Did the external independent auditor report that the AFR was free of material weakness in internal controls?		Yes	10
Total Weighted Score				30

NOTES:

Determination of Rating:

- A. Did the District answer NO to indicators 1, 2, 3, or 4? If so, The District's rating is Substandard Achievement.
- B. Determine Rating by Applicable Range for summation of the indicator scores (5 thru 7)

NO

	Score	Range
Pass	16	30
SubStandard Achievement	<16	

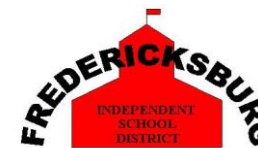


2014-2015 Ratings based on School Year 2013-2014 Data - District Status Detail

Name: FREDERICKSBURG ISD (086901)	Publication Level 1: 8/20/2015 11:24:40 AM
Status: Passed	Publication Level 2: 8/20/2015 11:24:40 AM
Rating: Pass	Last Updated: 8/20/2015 11:24:40 AM
Indicators Answered YES: 7	Indicators Answered NO: 0
District Score: 30	Passing Score: 16

#	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?	4/6/2015 14:45	Yes
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.)	4/6/2015 14:45	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.)	4/6/2015 14:45	Yes
4	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.)	7/30/2015 12:18	Yes
5	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	7/15/2015 11:52	10
6	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?	8/17/2015 17:48	10
7	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.)	4/6/2015 14:45	10
			30 Score

School FIRST Annual Financial Management Report
Fredericksburg ISD
FY 2013/14 in Dec 2015



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, 2014

Description of Reimbursements	Superintendent Marc Williamson	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Jerry Durst	Dale Geistweidt	Lorrie Hess	Kay Stech	Kerrine Herber
Meals		\$ 68.89	\$ 44.89	\$ 146.00	\$ 42.00	\$ 58.89	\$ 68.89	\$ 52.00	\$ 52.00
Lodging		\$ 624.63	\$ 132.09	\$ 915.74	\$ 416.42	\$ 416.42	\$ 647.88	\$ 624.63	\$ 624.63
Transportation	\$ 420.60	\$ 182.00	\$ 105.30	\$ 276.00	\$ 56.00	\$ 128.52	\$ 128.52	\$ 56.00	\$ 124.80
Motor Fuel									
Other	\$ 81.80	\$ 5,555.16	\$ 545.67	\$ 864.20	\$ 430.10	\$ 886.67	\$ 933.33	\$ 520.00	\$ 480.00
Totals by person	\$ 502.40	\$ 6,430.68	\$ 827.95	\$ 2,201.93	\$ 944.52	\$ 1,490.50	\$ 1,778.62	\$ 1,252.63	\$ 1,281.43
Total	\$ 16,710.66								
Total	\$ 9,777.58								

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, 2014
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, 2014

Superintendent Marc Williamson	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Jerry Durst	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, 2014

Superintendent Marc Williamson	Superintendent Eric Wright	Dave Campbell	Mark Cornett	Jerry Durst	Dale Geistweidt	Lorrie Hess	Kay Stech	Kerrine Herber
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amounts

Occasional payments related to Dave Campbell are made to his company, Heartland Enterprises.

Payments in the amount of \$ - were made in the year 2013/14 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, 2015 and ending June 30, 2018. 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 \$148,000.00 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.

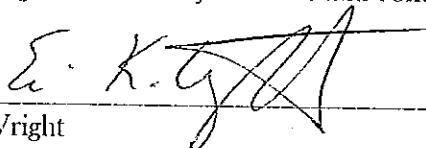
10. Notices.

- 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: 5-28-15

Fredericksburg Independent School District

By: 
Mark Cornett, President, Board of Trustees

Date Signed: 5/27/15