

Agenda of Public Hearing

The Board of Trustees El Campo Independent School District

A Public Hearing of the Board of Trustees of El Campo Independent School District will be held November 17, 2020, beginning at 6:45 PM in the ECHS Auditorium, 600 West Norris, El Campo, Texas 77437.

The subjects to be discussed are as listed below.

1. Call to Order/Opening Prayer/Pledge of Allegiance

Notice: Pursuant to the Governor Abbott's Temporary Suspension of Open Meetings Laws issued on March 16, 2020, to advance the public health goal of limiting face to face meetings (also called "social distancing"), this meeting may be documented via telephone conference or videoconference, which will be audible to the Board and public and allow for two-way communication. The Board President, presiding officer or trustees may not be physically present at one location but a quorum will be required for the meeting on the videoconference or phone.

The public may access this meeting: See Meeting ID below and or Phone Number. An electronic copy of the agenda packet may be viewed at the following link www.ecisd.org. A recording of the meeting will be available for viewing on the District's website.

If you wish to address the Board of Trustees on an agenda or non-agenda topic for regular meetings or an agenda item the President or designee will call for public comments at the beginning of the meeting. All other public comment rules will be followed. After the close of public comment, the Board will proceed with the rest of the agenda that may be viewed or heard by the public online or on the phone.

meet.google.com/ipp-oogh-kwu

Phone Numbers

(US)+1 304-945-3640

PIN: 254 917 225#

2. Public Comment

3. Public Hearing

A. Public Hearing - The Board will Hold a Public Meeting to Discuss the El Campo Independent School District 2018-19 Schools FIRST Rating which is based on an analysis of Staff and Student Data Reported for the 2018-2019 School Year, and Budgetary and Actual Financial Data for the Fiscal Year Ending August 31, 2019.

3

4. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on Friday, November 13 at 4:00 p.m.

For the Board of Trustees

Information Only

Meeting Date: November 17, 2020

Submitted by: David Bright, Assistant Superintendent for Finance

Public Hearing

A. Public Hearing - Financial Management Report and School FIRST Financial Accountability Rating

Summary

Senate Bill (SB) 218, which was passed during the 77 Texas Legislature, Regular Session, 2001, authorized the implementation of a financial accountability rating system, which officially is referred to as School FIRST (Financial Integrity Rating System of Texas). The district's School FIRST rating is based on an analysis of staff and student data reported for the 2018-2019 school year as well as budgetary and actual financial data for the 2019 fiscal year that ended August 31, 2019.

In accordance with the Texas Education Code and the adopted SBOE and/or Commissioner's Rules (Texas Administrative Code), the School FIRST rating is taken into consideration in determining a district's accreditation status. The School FIRST rating may also impact the district's special education determination status as issued by the Texas Education Agency under the requirements of the Individuals with Disabilities Education Act (IDEA) and 34 Code of Federal Regulations (CFR) §300.608(a).

At the September 2020 regular board meeting the Board was presented with an explanation of the indicators used to determine the district's School FIRST financial accountability rating.

State statute and TEA rules require that within two months after receipt of the School FIRST rating in August, the district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each indicator for the current and prior year. The public meeting may be combined with a scheduled regular meeting of the Board of Trustees. At the public meeting the district should review the disclosures that must be included in the financial management report.

ECISD Board Policy

CFA (LEGAL) - ACCOUNTING, FINANCIAL REPORTS AND STATEMENTS

Effective Date

November 17, 2020

Previous Board Action

The Board holds an annual public hearing on the Financial Management Performance Report and School FIRST Rating.

Future Action Expected

The Board holds an annual public hearing on the Financial Management Performance Report and School FIRST Rating.

Background Information and Significant Issues

According to district policy CFA (LEGAL), the District is required to prepare and distribute an annual financial management report. The report must include a description of the District's financial management performance based on a comparison provided by the Texas Education Agency of the District's performance on the indicators in 19 Administrative Code 109.1002.

The public must be given an opportunity to comment on the report at the hearing.

The report must contain information on state-established standards and the District's financial management performance under each indicator for the current and previous years' financial accountability ratings, along with a description of the data submitted to the Texas Education Agency and any descriptive information required by the Commissioner of Education including:

1. A copy of the Superintendent's current employment contract.
2. A summary for the fiscal year of total reimbursements received by the Superintendent and each Board member. The summary schedule must separately report reimbursements for meals, lodging, transportation, motor fuel, and other items but not reimbursements for supplies that were purchased for the operation of the District.
3. A summary for the fiscal year of the dollar amount of compensation and/or fees received by the Superintendent from another school district or other outside entity in exchange for professional consulting and/or other personal services.
4. A summary for the fiscal year of the total dollar amount received by the executive officers and Board members of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year.
5. A summary for the fiscal year of the dollar amount by Board member for the aggregate amount of business transactions with the District.
6. Any other information the Board of Trustees determines to be useful.

Fiscal Impact

None.

Student and Public Benefit

The public has the benefit of being able to review and comment on the Financial Management Performance Report of the District.

Procedural and Reporting Implications

- Public hearing must be held in the District's facilities within two months of receipt of a financial accountability rating.
- Board must give notice of the hearing to property owners in the geographic boundaries of the District and to parents of District students.
- Notice of the hearing must be provided to a newspaper of general circulation in the geographic boundaries of the District once a week for two weeks prior to holding the public meeting.
- Notice of the hearing must be provided through electronic mail to media serving the District.
- Report must be disseminated to parents and taxpayers in attendance at the hearing.
- Report must be retained in the District for at least a three-year period after the public hearing and shall be made available to parents and taxpayers upon request.

Public Comments	None.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • <i>ECISD Financial Management Performance Report and 2019-2020 School FIRST Rating</i>
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	No action required.
Superintendent's Recommendation	<p>Information item only.</p> <p>Bob Callaghan, Superintendent of Schools</p>

ECISD FINANCIAL MANAGEMENT PERFORMANCE REPORT

2019-2020 School FIRST
Rating

Submitted November 17, 2020
ECISD PUBLIC MEETING

Prepared by David Bright,
Assistant Superintendent for Finance

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Superintendents Employment Contract	Bob Callaghan (attachment, 7 pages)

**NOTICE OF PUBLIC MEETING
TO DISCUSS
El Campo Independent School District's
2020 School FIRST
(Financial Integrity Rating System of Texas)
Accountability Rating**

**El Campo Independent School District will hold
a public meeting at 6:45 pm, November 17, 2020,
in the El Campo High School Auditorium,
600 W. Norris, El Campo, Texas.**

**The purpose of this meeting is to discuss the
El Campo Independent School District
2019-2020 Schools FIRST Rating
which is based on an analysis of staff and student
data reported for the 2018-2019 school year, and
budgetary and actual financial data for the 2019
fiscal year ending August 31, 2019.**

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

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

Name: EL CAMPO ISD (241903)	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: 96	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 3:05:08 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 3:05:08 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 3:05:09 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 3:05:09 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 3:05:09 PM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the number of days of cash on hand and current investments in the general fund for the</u>	3/30/2020	10

	<u>school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	3:05:10 PM	
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 3:05:10 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 3:05:11 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 3:05:11 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	3/30/2020 3:05:14 PM	8
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 3:05:14 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 3:05:15 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 3:05:19 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 3:05:19 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 3:05:19 PM	10
			96 Weighted Sum
			1 Multiplier Sum
			96 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)						
	<table border="1"> <tr> <td>A = Superior</td> <td>90-100</td> </tr> <tr> <td>B = Above Standard</td> <td>80-89</td> </tr> <tr> <td>C = Meets Standard</td> <td>60-79</td> </tr> </table>	A = Superior	90-100	B = Above Standard	80-89	C = Meets Standard	60-79
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

FIRST 5.9.1.0

RATING YEAR DISTRICT NUMBER 

Financial Integrity Rating System of Texas

OVERALL STATISTICS 2018-2019 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,010	99.02 %	5,042,761	98.99 %
Failed	10	0.98 %	51,408	1.01 %
Total	1,020	100.00 %	5,094,169	100.00 %

2018-2019 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior	895	87.75 %	4,808,043	94.38 %
B = Above Standard	82	8.04 %	181,947	3.57 %
C = Meets Standard	33	3.24 %	52,771	1.04 %
F = Substandard Achievement	10	0.98 %	51,408	1.01 %
Total	1,020	100.00 %	5,094,169	100.00 %

2018-2019 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1019	99.90 %	5093791	99.99 %
	No	1	0.10 %	378	0.01 %
2.A	Yes	1018	99.80 %	5093147	99.98 %
	No	2	0.20 %	1022	0.02 %
2.B	Yes	974	95.49 %	4776730	93.77 %
	No	46	4.51 %	317439	6.23 %
3	Yes	1017	99.71 %	5090946	99.94 %
	No	3	0.29 %	3223	0.06 %
4	Yes	1014	99.41 %	5048187	99.10 %

Overall Statistics

	No	S	Pct	Count	Pct
		5	0.59 %	48962	0.90 %
3	10	899	87.84 %	4338892	90.85 %
	9	40	3.92 %	159169	3.05 %
	6	27	2.65 %	117987	2.37 %
	4	24	2.36 %	191733	3.91 %
	2	17	1.67 %	37747	0.74 %
	0	16	1.57 %	21857	0.44 %
7	18	891	81.74 %	3783796	74.38 %
	8	91	8.12 %	697119	13.49 %
	5	24	2.29 %	439389	8.42 %
	4	17	1.67 %	99190	1.96 %
	2	14	1.37 %	74548	1.43 %
	0	6	0.78 %	9085	0.18 %
2	10	837	81.57 %	3074884	63.11 %
	4	65	6.31 %	816421	16.01 %
	6	69	6.18 %	719379	14.12 %
	4	32	3.16 %	209065	4.06 %
	2	9	0.87 %	24348	0.48 %
	0	4	0.39 %	13032	0.26 %
6	18	997	97.39 %	8647712	98.05 %
	3	39	3.25 %	40485	0.81 %
10	12	622	61.39 %	4894181	98.07 %
	8	9	0.89 %	10087	0.22 %
	6	8	0.78 %	21545	0.44 %
	4	19	1.87 %	48641	0.96 %
	2	7	0.69 %	29537	0.78 %
	1	65	6.37 %	51343	1.00 %
11	18	774	75.83 %	4300183	85.98 %

Overall Statistics

8	154	15.16 %	538843	10.42 %
9	42	4.06 %	145814	2.86 %
4	19	1.84 %	14347	0.28 %
2	2	0.20 %	893	0.02 %
0	9	0.87 %	3267	0.04 %
12	999	97.69 %	3080477	69.73 %
3	24	2.35 %	13592	0.27 %
13	1000	98.02 %	5084703	99.61 %
3	11	1.02 %	4466	0.10 %
14	983	96.18 %	6053629	99.19 %
0	39	3.82 %	41546	0.82 %
15	1020	100.00 %	5064169	100.00 %

2018-2019 ANSWERS BY INDICATOR

Indicator	Yes	No	10	8	6	4	2	0	Total
1	1019	1	x	x	x	x	x	x	1020
1A	1019	1	x	x	x	x	x	x	1020
2B	674	46	x	x	x	x	x	x	1020
3	1019	1	x	x	x	x	x	x	1020
4	1014	6	x	x	x	x	x	x	1020
6	x	x	196	40	27	34	17	16	1020
7	x	x	831	83	94	17	14	8	1020
8	x	x	932	95	83	22	7	2	1020
9	x	x	997	x	x	x	x	23	1020
10	x	x	622	6	9	15	7	69	1020
11	x	x	714	194	82	19	2	8	1020
12	x	x	896	x	x	x	x	24	1020
13	x	x	1009	x	x	x	x	11	1020
14	x	x	991	x 14	x	x	x	39	1020

15	x	x	1020	x	x	x	x	x	1020
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Last Updated: Friday, August 7, 2020 11:28:08 AM

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THE **TEXAS EDUCATION AGENCY**

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FIRST 5.9.1.0

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

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

Name: WHEELER ISD (242903)	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: 100	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>	8/6/2019 12:41:19 AM	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>	8/6/2019 12:41:19 AM	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>	8/6/2019 12:41:20 AM	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>	8/6/2019 12:41:20 AM	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>	8/6/2019 12:41:20 AM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the number of days of cash on hand and current investments in the general fund for the school</u>	8/6/2019	10

	<u>district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	12:41:21 AM	
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>	8/6/2019 12:41:21 AM	10
8	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	8/6/2019 12:41:22 AM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?</u>	8/6/2019 12:41:22 AM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	8/6/2019 12:41:23 AM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	8/6/2019 12:41:23 AM	10
12	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)</u>	8/6/2019 12:41:24 AM	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>	8/6/2019 12:41:25 AM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	8/6/2019 12:41:25 AM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	8/6/2019 12:41:25 AM	10
			100 Weighted Sum
			1 Multiplier Sum
			100 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)				
	<table border="1"> <tr> <td>A = Superior</td> <td>90-100</td> </tr> <tr> <td>B = Above Standard</td> <td>80-89</td> </tr> </table>	A = Superior	90-100	B = Above Standard	80-89
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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FIRST 5.9.1.0

RATING YEAR DISTRICT NUMBER 

Financial Integrity Rating System of Texas

OVERALL STATISTICS 2017-2018 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	1,010	99.02 %	5,043,225	99.56 %
Failed	10	0.98 %	22,323	0.44 %
Total	1,020	100.00 %	5,065,548	100.00 %

2017-2018 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior	906	88.82 %	4,640,546	91.61 %
B = Above Standard	71	6.96 %	301,150	5.95 %
C = Meets Standard	33	3.24 %	101,529	2.00 %
F = Substandard Achievement	10	0.98 %	22,323	0.44 %
Total	1,020	100.00 %	5,065,548	100.00 %

2017-2018 ALL RESULTS BY INDICATOR

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1017	99.71 %	5057940	99.85 %
	No	3	0.29 %	7608	0.15 %
2.A	Yes	1020	100.00 %	5065548	100.00 %
	No	0	0.00 %	0	0.00 %
2.B	Yes	966	94.71 %	4719611	93.17 %
	No	54	5.29 %	345937	6.83 %
3	Yes	1020	100.00 %	5065548	100.00 %
	No	0	0.00 %	0	0.00 %
4	Yes	1016	99.61 %	5063795	99.97 %

Overall Statistics

	5	4	0.39 %	1753	0.03 %
6	13	873	55.59 %	4121495	51.26 %
	8	64	5.29 %	582887	11.91 %
	6	34	2.33 %	159290	3.05 %
	4	28	2.75 %	49237	0.99 %
	2	14	1.37 %	115066	2.31 %
	0	17	1.67 %	37211	1.33 %
7	16	918	61.18 %	3557064	76.15 %
	8	76	1.45 %	514001	16.07 %
	6	70	6.85 %	419590	9.29 %
	4	31	1.02 %	240829	4.91 %
	2	10	0.95 %	21109	0.43 %
	0	5	0.49 %	5036	0.16 %
8	10	912	79.61 %	3125769	61.77 %
	8	118	11.37 %	452455	18.59 %
	6	64	5.28 %	593824	11.73 %
	4	27	2.15 %	314423	7.25 %
	2	5	0.78 %	41769	0.82 %
	0	2	0.39 %	17217	1.04 %
9	10	900	97.06 %	4016922	97.25 %
	2	20	2.64 %	136723	2.34 %
10	10	100	57.75 %	4400727	83.69 %
	5	8	0.75 %	60496	1.33 %
	5	11	1.08 %	17590	0.35 %
	4	10	0.98 %	26809	0.63 %
	2	13	1.37 %	33718	0.71 %
	0	82	8.14 %	426151	8.41 %
11	10	808	79.22 %	4507471	88.98 %

Overall Statistics

	6	155	13.63 %	450347	6.59 %
	9	45	4.51 %	34324	1.59 %
	4	15	1.57 %	10500	1.20 %
	2	1	0.10 %	285	0.01 %
	3	10	0.98 %	2520	0.26 %
12	10	1003	99.71 %	9056371	99.82 %
	0	17	1.67 %	9177	0.10 %
13	17	1034	99.41 %	9034461	99.71 %
	0	5	0.59 %	11067	0.12 %
14	10	983	99.37 %	4640028	97.92 %
	0	37	3.63 %	105472	2.08 %
15	10	1020	100.00 %	9063948	100.00 %

2017-2018 ANSWERS BY INDICATOR

Indicator	Yes	No	10	8	6	4	3	0	Total
1	1017	3	x	x	x	x	x	x	1020
2 A	1020	x	x	x	x	x	x	x	1020
2 B	985	34	x	x	x	x	x	x	1020
3	1020	y	y	y	y	y	y	y	1020
4	1018	2	x	x	x	x	x	x	1020
6	x	x	872	34	24	28	14	17	1020
7	y	y	875	74	70	31	30	5	1020
8	x	x	912	115	50	27	6	9	1020
9	y	x	991	x	x	x	x	30	1020
10	x	x	895	9	11	15	13	93	1020
11	x	x	838	159	45	16	1	10	1020
12	x	x	1003	x	x	x	x	17	1020
13	x	x	1014	x	8	x	x	6	1020
14	x	x	883	x 21	x	x	x	37	1020

15	x	x	1020	x	x	x	x	x	1020
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Last Updated: Wednesday, October 30, 2019 9:24:17 AM

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THE **TEXAS EDUCATION AGENCY**

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

FIRST 5.9.1.0

School FIRST Annual Financial Management Report

EL CAMPO ISD

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 and Board Members

Superintendent 1:	Kelly Waters	resigned June 2020
Superintendent 2:	Bob Callaghan	hired July 2, 2020
Board Member 1:	Anthony Dorotik	
Board Member 2:	Cecil Davis	
Board Member 3:	Dennis Rawlings	
Board Member 4:	Ed Erwin	
Board Member 5:	Greg Anderson	
Board Member 6:	James Russell	
Board Member 7:	Kevin Wied	
Board Member 8:	Ralph Novosad	
Board Member 9:	Rich Dubroc	
Board Member 10:	Ed Erwin	

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 August 31, 2019

Description of Reimbursements	Supt. No. 1						
	Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7
Meals	\$525.27	\$0.00	\$0.00	\$15.34	\$0.00	\$0.00	\$0.00
Lodging	\$1,604.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transportation	\$2,868.92	\$0.00	\$0.00	\$179.85	\$299.97	\$0.00	\$0.00
Motor Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$39.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$5,037.62	\$0.00	\$0.00	\$195.19	\$299.97	\$0.00	\$0.00

	Board		
	Member 8	Member 9	Member 10
Meals	\$0.00	\$0.00	\$0.00
Lodging	\$0.00	\$0.00	\$0.00
Transportation	\$0.00	\$0.00	\$0.00
Motor Fuel	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

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 August 31, 2019

Name(s) of Entity(ies)

Supt. No. 1	Supt. No. 2
Amount Received	Amount Received
\$	\$

<u>\$0.00</u>	<u>\$5,805.00</u>
---------------	-------------------

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 August 31, 2019

Supt. No. 1	Supt. No. 2	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Board Member 8	Board Member 9	Board Member 10				
		\$0.00	\$0.00	\$0.00				

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 August 31, 2019

Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Board Member 8
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Board Member 9	Board Member 10
\$0.00	\$0.00

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.

Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822

General Fund - First-Quarter Expenditures By Object Code

Report 2019-2020 first-quarter (first three months of fiscal year 2019-2020) GENERAL FUND expenditures by object code using whole numbers.

Payroll- Expenditures for payroll costs	object codes 6110-6149	\$4,852,422
Contract Costs- Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	\$931,581
Supplies and Materials- Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	\$605,658
Other Operating- Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	\$485,924
Debt Service- Expenditures for debt service	object code series 6500	\$750
Capital Outlay- Expenditures for land, buildings, and equipment	object code series 6600	\$51,951

Additional Financial Solvency Questions

- 1) Districts with a September 1 - August 31 fiscal year:
 Within the last two years, did the school district
- | | | |
|---|-------|--------------|
| 1) draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and | Yes | No |
| 2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61? | _____ | <u> X </u> |
| | _____ | <u> X </u> |
| 2) Has the school district declared financial exigency within the past two years? | _____ | <u> X </u> |

3) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, or any significant discrepancies between actual budget figures and projected revenues and expenditures, or any other information that may be helpful in evaluating the school district's financial solvency.

<u>Mean Enroll-to-Teacher Ratio</u>	<u>85% of Mean Enroll-to-Teacher Ratio</u>	<u>School District Size</u>
8.39	7.13	Under 100
9.48	8.06	100 to 249
10.73	9.12	250 to 499
11.48	9.76	500 to 999
12.45	10.58	1,000 to 1,599
13.52	11.50	1,600 to 2,999
14.29	12.15	3,000 to 4,999
14.80	12.58	5,000 to 9,999
14.88	12.65	10,000 to 24,999
15.01	12.76	25,000 to 49,999
15.06	12.80	50,000 and Over

- 4) How many superintendents has your school district had in the last five years? 2
- 5) How many business managers has your school district had in the last five years? 1

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

COUNTY OF WHARTON

This Employment Contract ("Contract") is entered into by and between the Board of Trustees (the "Board") of the EL CAMPO INDEPENDENT SCHOOL DISTRICT (the "District") and KELLY WATERS (the "Superintendent").

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

1. Term

- 1.1 The Board agrees to employ the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the District on a twelve-month basis each school year. This Contract shall commence on July 1, 2019, and end on June 30, 2022. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
- 1.2 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 property interest, express or implied, is created in continued employment beyond the Contract term.

2. Representations

- 2.1 **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 or her 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.
- 2.2 **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, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
- 2.3 **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.

- 2.4. **Residency.** The Superintendent shall be provided a grace period of one calendar year from the date of execution of this Contract within which to become a District resident. Thereafter, the Superintendent agrees that she shall reside within the boundaries of the District at all times during the term of this Contract.

3. **Employment**

- 3.1 **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as required within this Contract, and as set forth in state and federal law and Board Policy. The Superintendent shall comply with all lawful directives of the Board, state and federal law, District policy, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform her duties with reasonable care, diligence, skill, and expertise. 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 lawful 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.
- 3.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Education Certification, and any other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked, this Contract may be declared void by the Board of Trustees.
- 3.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to any other position without the Superintendent's express written consent.
- 3.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings: (1) devoted to discussion of the Superintendent's Contract, compensation, performance, evaluation, or other terms of the Superintendent's employment; or (2) for purposes of attorney-client consultations between the Board and the Board's attorney concerning those details of the Superintendent's employment. The Board may request that the Superintendent leave a closed session meeting at any time such action is deemed appropriate.
- 3.5 **Suspension.** In accordance with Texas Education Code Chapter 21 and other applicable Texas law, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
- 3.6 **Dismissal, Termination and Nonrenewal of Contract.** The Board may dismiss the

Superintendent during the term of the Contract for good cause as determined under and pursuant to applicable Texas law. Termination or nonrenewal of this contract will be conducted pursuant to Texas Education Code Chapter 21.

- 3.7 **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 not 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.
- 3.8 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 3.8 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 3.8 shall survive the termination of this contract.

4. **Compensation**

- 4.1 **Salary.** The District shall pay the Superintendent an annual salary of One Hundred and Forty-seven Thousand Eight Hundred Five and No/100 Dollars (\$147,805.00) ("Annual Salary"). The Annual Salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 4.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, with any adjustment being in the form of either a written addendum to this Contract or a new

contract. In no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of the Parties.

- 4.3 **Performance-Based Compensation Increase.** The Board may consider an increase to the Annual Salary or a one-time bonus payment, based on legitimate factors, including longevity, the Superintendent's Annual Evaluation, District performance on the STAAR test, or other legitimate performance factors. Nothing in this Contract shall require the Board to approve any Performance-Based Compensation Increase to the Superintendent's Annual Salary pursuant to the provisions of this Section 4.3.

- 4.4 **Health Insurance / Benefits.** The District shall offer insurance coverage for the Superintendent pursuant to the group medical plan provided by the District for all of its employees. The Superintendent shall be responsible for the premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse. The District shall offer other 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.

- 4.5 **Professional Development and Professional Organizations.** The Superintendent shall devote her 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The Board does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The Board may agree to pay for other professional development opportunities upon request by the Superintendent.

- 4.6 **Community Organizations or Associations.** The Superintendent is encouraged to participate in community and civic affairs in order to foster and maintain a positive and cooperative relationship between the District and the community. The District shall pay the annual dues for the Superintendent's membership in one local civic organization of the Superintendent's choosing. The Board may agree to pay for other local civic organizations upon request by the Superintendent.

- 4.7 **In-District Travel.** The Superintendent's Annual Salary covers all costs and expenses associated with the Superintendent's travel to destinations within the District.

- 4.8 **Out of District Travel.** The District shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent in traveling to destinations outside the District where such travel is within the course and scope of the Superintendent's employment.
- 4.9 **Other Job-Related Expenses.** In addition to the other forms of compensation identified within this Contract, the District shall pay to Superintendent a total of Two Hundred and Seventy-Five Dollars (\$275) per month, to be used by the Superintendent for expenses incurred in the performance of her duties, including but not limited to expenses related to technology, automobile, and civil and social activities.
- 4.10 **Leave and Absences.** The Superintendent shall receive the same leave benefits as other professional employees on twelve month contracts, in accordance with Board Policy and the Employee Handbook. The Superintendent shall take personal absences at such time as will least interfere with the performance of the Superintendent duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as other professional employees on twelve month contracts.

5. **Annual Performance Goals and Evaluation**

- 5.1 **Development of Annual Performance Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the Superintendent and the District. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District's Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

5.2 **Annual Performance Evaluation.**

A. **Time and Basis of Evaluation.** The Board shall annually evaluate the Superintendent's performance and issue a written evaluation to the Superintendent in January of each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined within this Contract and set forth in state and federal law and Board Policy. The evaluation shall be based at least in part on the District's progress towards accomplishing the District Goals.

B. **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by

law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

C. **Evaluation Format and Procedure.** The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in this Contract. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

6. General Provisions

- 6.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 6.2 **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.
- 6.3 **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.
- 6.4 **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 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.

6.5 **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.

6.6 **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.

7. **Notices**

7.1 **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.

7.2 **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 and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Superintendent: 

Date signed: 2-26-19

El Campo Independent School District

By: 

Mr. Dennis Rawlings
President, Board of Trustees

Date signed: 2/26/2019

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of El Campo Independent School District (the "District") and Robert P. Callaghan (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 on a twelve-month basis per school year, beginning July 2, 2020 and ending July 2, 2023. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
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, other than routine traffic citations. 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 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. **Employment.**
 - 4.1 **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as required within this Contract, and as set forth in state and federal law and Board Policy. The Superintendent shall comply with all lawful directives of the Board, state and federal law, District policy, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform his duties with reasonable care, diligence, skill, and expertise. 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 lawful 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 lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to any other position without the Superintendent's express written consent.
- 4.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings: (1) devoted to discussion of the Superintendent's Contract, compensation, performance, evaluation, or other terms of the Superintendent's employment; or (2) for purposes of attorney-client consultations between the Board and the Board's attorney concerning those details of the Superintendent's employment. The Board may request that the Superintendent leave a closed session meeting at any time such action is deemed appropriate.
- 4.5 **Criticisms, Complaints, and Suggestions.** 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/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) 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.
- 4.6 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees,

expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 4.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 4.6 shall survive the termination of this contract.

4.7 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, ten (10) days of vacation annually or the same number of vacation days provided by Board policy for District Administrators on 12-month contracts, the days to be in a single period or at different times. 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. Accrued but unused vacation days, up to a maximum of 10 days annually, shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

4.8 **Outside Consultant Activities.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary.** The District shall pay the Superintendent an annual salary of One Hundred Seventy Five Thousand Dollar 00/100 (\$175,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) Any financial obligation to TRS as a result of Superintendent being party to this contract and his employment with the District will be paid by El Campo ISD.

(b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, 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.

(d) **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, with any adjustment being in the form of either a written addendum to this Contract or a new contract. Except as otherwise provided in subsections (a) and (b) of this Section 5.1, in no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of the Parties.

5.2 **Health Insurance / Benefits.** The District shall offer insurance coverage for the Superintendent pursuant to the group medical plan provided by the District for all of its employees. The Superintendent shall be responsible for the premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse. 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.

5.3 **Communications Allowance.** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, home internet access, or other communication expenses) in the sum of Two Hundred and No 100 Dollars (\$200.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, home internet access, etc. ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein.

5.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.

5.5 **Professional Organizations.** 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel,

meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.

- 5.6 **Residence in District.** As a condition of employment with the El Campo Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.
- 5.7 **Relocation/Moving Expenses.** The District shall pay the Superintendent a one time moving/relocation stipend for necessary and reasonable expenses incurred in moving the Superintendent, his family and personal possessions to El Campo, Texas, in the amount of Six Thousand and No/100 Dollars (\$6,000.00).
- 5.8 **Vehicle Allowance.** In light of the unique nature of the professional duties of the Superintendent of Schools, the Board shall provide the Superintendent with an automobile allowance of Six Hundred And NO/100 Dollars (\$600.00) per month for the use of his automobile within the District. In addition, the District shall reimburse the Superintendent for the use of his automobile outside of the District on District business in accordance with Board policies.

6. **Annual Performance Goals and Evaluation.**

- 6.1 **Development of Annual Performance Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the Superintendent and the District. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The goals approved by the Board shall at all times be reduced to writing ("District's Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.
- 6.2 **Annual Performance Evaluation.**
 - a) **Time and Basis of Evaluation.** The Board shall annually evaluate the Superintendent's performance and issue a written evaluation to the Superintendent in January or February of each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined within this Contract and set forth in state and federal law and Board Policy. The evaluation shall be based at least in part on the District's progress towards accomplishing the District Goals.
 - b) **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent

permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

c). **Evaluation Format and Procedure.** The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in this Contract. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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 under and pursuant to applicable Texas law.
8. **Dismissal, Termination and Nonrenewal of Contract.** The Board may dismiss the Superintendent during the term of the Contract for good cause as determined under and pursuant to applicable Texas law. Termination or nonrenewal of this contract will be conducted 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 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.

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.

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 and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Superintendent: Robert P. Callaghan
Robert P. Callaghan

Date signed: July 2, 2020

By: James Russell
James Russell, President
El Campo ISD Board of Trustees

Date signed: July 2 - 2020