



LA VERNIA INDEPENDENT SCHOOL DISTRICT

LA VERNIA, TEXAS



Annual Financial Management and Accountability Report

For the Year Ending August 31, 2008



La Vernia Independent School District
Financial Management and Accountability Report

August 31, 2008

Table of Contents

	Page
School FIRST Rating and Worksheet	3
Responses to Indicators	8
Disclosures:	
Superintendent's Employment Contract	12
Reimbursements Received by Superintendent and Board Members	22
Outside Compensation Received by Superintendent	23
Gifts Received by the Executive Officers and Superintendent	24
Business Transactions between School District and Board Members	24
Glossary	25



La Vernia Independent School District
 Financial Management and Accountability Report
 August 31, 2008



Financial Integrity Rating System of Texas

2007-2008 DISTRICT STATUS DETAIL

Name: LA VERNIA ISD(247903)	Publication Level 1: 6/8/2009 4:39:05 PM
Status: Passed	Publication Level 2: 8/25/2009 1:41:58 PM
Rating: Superior Achievement	Last Updated: 8/25/2009 1:41:58 PM
District Score: 85	Passing Score: 55

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	5/13/2009 5:01:03 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	5/13/2009 5:01:04 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	5/13/2009 5:01:04 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	5/13/2009 5:01:04 PM	Yes



5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	5/13/2009 5:01:04 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	5/13/2009 5:01:04 PM	Yes
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	5/13/2009 5:01:04 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	5/13/2009 5:01:05 PM	5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	5/13/2009 5:01:05 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$250.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)</u>	5/13/2009 5:01:05 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	5/13/2009 5:01:05 PM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	5/13/2009 5:01:06 PM	5
13	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Functions 11, 36, 93, 95) (Phased in over three years, 55% for 2006-2007;</u>	5/13/2009 5:01:06 PM	3



	<u>60% for 2007-2008; and 65% for 2008-2009)</u>		
14	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)</u>	5/13/2009 5:01:06 PM	3
15	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	5/13/2009 5:01:06 PM	5
16	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	5/13/2009 5:01:07 PM	5
17	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	5/13/2009 5:01:07 PM	5
18	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	5/13/2009 5:01:07 PM	5
19	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	5/13/2009 5:01:07 PM	5
20	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	5/13/2009 5:01:07 PM	5
21	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>	5/13/2009 5:01:08 PM	5
22	<u>Was The Decrease In Undesignated Unreserved Fund</u>	5/13/2009	5



	<u>Balance < 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance < Total Fund Balance In General Fund Or If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	5:01:08 PM	
23	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	5/13/2009 5:01:08 PM	5
24	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	5/13/2009 5:01:08 PM	4
			85 Weighted Sum
			1 Multiplier Sum
			85 Score

DETERMINATION OF RATING

A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? **OR** Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is **Substandard Achievement**.

B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-24)

Superior Achievement	75-85 and Yes to indicator 7
Above Standard Achievement	65-74 or ≥ 75 and No to indicator 7
Standard Achievement	55-64
Substandard Achievement	<55 or No to one default indicator



INDICATOR 19 & 20 RATIOS

Indicator 19	Ranges for Ratios		Indicator 20	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
= > 10000	13.5	22	= > 10000	7.0	14

Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to <mailto:schoolaudits@tea.state.tx.us?subject=FIRST%20Suggestions>

THE [TEXAS EDUCATION AGENCY](#)

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La Vernia Independent School District
Financial Management and Accountability Report
August 31, 2008

RESPONSES TO INDICATORS

The following are the responses to the questions used to assess the financial management system of the La Vernia Independent School District (the "District").

1. Was total Fund Balance less Reserved Fund Balance greater than Zero in the General Fund?

Yes. Total Fund Balance at August 31, 2008 was \$6,842,817.

2. Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest for Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's five-year percent change in students was a 10% increase or more)

Yes. The District's Total Unrestricted Net Asset Balance at August 31, 2008 was \$4,230,482 and Accretion of Interest for Capital Appreciation Bonds was \$180,474. The District's five-year percent change in students was 0.1

3. Were there NO disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations?

The District had no disclosures on the Annual Financial Report concerning default on bonded indebtedness. The District was able to make all bond payments.

4. Was the Annual Financial Report filed within one month after the November 27 or January 28 deadline depending upon the district's Fiscal Year end date (June 30 or August 31)?

Texas Education Agency received the Annual Financial Report on January 28, 2009. The board approved the Annual Financial Report in the January regular scheduled meeting.

5. Was there an Unqualified Opinion in the annual Financial Report?

Unqualified Opinion. The District's independent auditors issue an opinion stating that the financial statements are fairly presented and no material weaknesses stated. The affirmation of this process is indicated by the issuance of an unqualified opinion by the auditors. The District's goal is to receive an "unqualified opinion" on its Annual Financial Report.



6. Did the Annual Financial Report NOT disclose any instance(s) of material weakness in internal controls?

NOT, clean audit. A material weakness is a reportable condition which means that you need to correct some of your reporting or financial controls.

7. Did the district's academic rating exceed academically unacceptable?

The District earned a rating of "Recognized " for 2007-2008 under the State's accountability system.

8. Was the percent of total tax collections (including delinquent) greater than 98 percent?

The District's three year average of total tax collection was 98%. In 2006, the district collected \$6,841,037; in 2007, the district collected \$6,811,830; and in 2008, the district collected 7,226,197.

9. Did the comparison of PEIMS data to like information in the Annual Financial Report result in an aggregate variance of less than 3 percent of expenditures per fund type (Data Quality Measure)?

The comparison of data submitted to the Texas Education Agency through its Public Education Information Management System (PEIMS) resulted in a 3% variance from the annual financial report.

10. Were Debt-Related Expenditures (net of IFA and/or EDA allotment) less than \$250 per student?

The District's Total Tax Collection was \$7,226,197. The total tax rate was \$1.314. The total number of students was 2,824.

11. Was there NO disclosure in the Annual Audit Report of Material Noncompliance?

Not. The District's annual financial report disclosed no instances of material noncompliance.

12. Did the district have full accreditation status in relation to financial management practices? (e.g. no conservator or monitor assigned)

The District is fully accredited in relation to financial management practices.

13. Was the percent of operating expenditures expended for instruction more than or equal to 65%? (Functions 11, 36, 93 and 95) (Phased in over five years: 55% for 2006-2007, 60% for 2007-2008, 65% for 2008-2009)



For 2007-2008 school year, the District spent \$12,724,475 for instruction in functions 11, 36, 93 and 95 from all fund sources. The amount represents 60% on total operating expenditures of \$20,032,621.

14. Was the percent of operating expenditures expended for instruction more than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93 and 95)

For 2007-2008 school year, the District spent \$13,821,182 for instruction in functions 11, 12, 31, 33, 36, 93 and 95 from all fund sources. The amounts represents 65% on total operating expenditures of \$20,032,621.

15. Was the aggregate of Budgeted Expenditures and Other Uses LESS THAN the aggregate of Total Revenues, Other Resources and Fund Balance in General Fund?

The District reported \$19,979,314 in budget expenditures. The total revenue reported was \$19,979,315 and a fund balance of \$7,670,005 reported.

16. If the district's Aggregate Fund Balance in the General Fund and Capital Projects Fund was LESS THAN zero, were construction projects adequately financed? (Were construction projects adequately financed or adjusted by change orders or other legal means to avoid creating or adding to the fund balance deficit situation?)

Major construction projects are finance with general obligation bonds, the proceeds of which are accounted for and reported in the Capital Projects Fund. Capital Projects Fund ending fund balance was \$16,518,031.

17. Was the ratio of Cash and Investments to Deferred Revenues (excluding amount equal to net Delinquent Taxes Receivable) in the General Fund greater than or equal to 1:1? (If deferred Revenues are less than Net Delinquent Taxes Receivable, than the district receives 5 points)

The ratio of cash and investments to deferred revenues was 5.536 to 1 indicating that the District has enough fund balance of its own and does not rely on funds that represent resources of future periods.

18. Was the Administrative Cost Ratio less than the standard in State Law?

The Texas Education Agency and State Law sets a cap of 14.01% on the percentage of the budget that the District can spend on administrative costs for districts the size of La Vernia. The District's administrative cost ratio was 7.5%.



19. Was the Ratio of Students to Teachers within the ranges shown below according to district size?

The ratio of students to teachers was 15.6658 to 1, was within the required range of 11.5 to 22. The ratio was calculated based on 2,824 students and 180.2656 full-time equivalent teachers in 2007-2008.

20. Was the Ratio of Students to Total Staff within the ranges shown below according to district size?

The ratio of students to total staff was 8.0132 to 1, was within the required range of 6.3 to 14. The ratio was calculated based on 2,824 students and 352.4179 full-time equivalent staff in 2007-2008.

21. Was the Total Fund Balance in the General Fund more than 50 percent and less than 150 percent of Optimum according to the Fund Balance and Cash Flow Calculation Worksheet in the Annual Financial Report?

The Total Fund Balance in the General Fund was \$6,842,817 which is 93.1053% of the Optimum Fund Balance of \$7,349,548 as reported in the District's Annual Financial Report.

22. Was the decrease in Undesignated Unreserved Fund less than 20 percent over two Fiscal Years? (If 1.5 times Optimum Fund balance is less than total Fund Balance in General Fund or if Total Revenues in the General Fund exceeded Operating Expenditures in Fund, then the district receives 5 points)

The Total Revenue was \$18,820,510 less operating expenditures of \$17,891,842 with a difference of \$928,668 which is greater than zero. The Optimum Fund balance times 1.5 was \$11,024,322 which is greater than fund balance of \$6,842,817. The undesignated fund balance two fiscal years prior was \$3,944,622. The maximum allowable two year change in fund is 0.8 or \$3,155,697.6.

Therefore, $928,668 > 0$ or $6,842,817 < 11,024,322$ or $3,155,697.6 < 4,491,704$ or 0.1387

23. Was the Aggregate Total of Cash and Investments in the General Fund more than \$0?

The District's General Fund cash and investments balance at the end of 2007-2008 year was \$6,967,102.

24. Were Investment Earnings in all funds (excluding Debt Service Fund and Capital Projects Fund) more than \$20 per student?

Investment Earnings in all funds except Debt Service Fund and Capital Projects Fund was \$379,154. The number of students in 2007-2008 was 2,824 or \$134.2613 per student.



La Vernia Independent School District
Financial Management and Accountability Report
August 31, 2008

DISCLOSURES

1. Superintendent's Employment Contract:

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILSON §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective January 26, 2009, by and between the Board of Trustees (the "Board") of the La Vernia Independent School District (the "District") and Dr. Tom Harvey ("Superintendent").

WITNESSETH:

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

I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of five (5) years, commencing on January 26, 2009, and



ending on January 25, 2014 The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All lawful duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **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 Educator Certification or the Texas Education Agency and all other certificates required by law.



2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 **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, with conscious indifference or reckless disregard; 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 2.6 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 2.6 shall survive the termination of this contract.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of One Hundred Twenty Three Thousand Nine Hundred Ninety Three and 60/100 Dollars (\$123,993.60). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent shall work 240 days. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-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. 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.

3.4 **Insurance.** The District shall provide the Superintendent an allowance greater than or equal to the value of premiums for the health insurance plan known as Active Care, Level II or, if such plan ceases to exist during the term of this Contract, to a plan with coverage that is equivalent to the Active Care, Level II plan level/coverage. This allowance may be used, at the



Superintendent's discretion, to pay the premiums for health, hospitalization, major medical, dental, life and/or disability insurance coverage ("Insurance Coverage") selected by the Superintendent for the Superintendent and his family. The Superintendent shall have total responsibility for payment of the Insurance Coverage, if any is selected by the Superintendent, and the District shall have no obligation or responsibility related to said Insurance Coverage other than the monthly payment to the Superintendent of the Insurance Coverage allowance stated herein.

3.5 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, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.6 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs.

3.7 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, lecturing or other professional duties and obligations (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 and/or be paid an honorarium for such Consulting Services at no



expense to the District. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.8 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. In addition to the salary stated in section 3.1, the District agrees to pay the sum of Two Hundred and No/100 Dollars (\$200.00) per month to the Superintendent as a travel expense allowance for the actual and incidental costs incurred by the Superintendent for travel to destinations within the District in the continuing performance of the Superintendent's duties under this Contract. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.9 **Mobile Telephone-Allowance.** The District shall provide the Superintendent with a mobile/cellular telephone for both professional and personal use. The Superintendent shall reimburse the District for any personal calls that are billed to the District in excess of the prescribed monthly calling time plan.

3.10 **Automobile Allowance.** The District shall provide the Superintendent with an Automobile Allowance in the amount of Two Hundred and No/100 Dollars (\$200.00) per month.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. Review of Performance

5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract.



The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

5.2 **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.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. 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.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than the 150th day before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:



- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with written Board Policies or District administrative regulations.;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;



- p. Failure to fulfill requirements for superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
- r. Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 **Resignation of Superintendent.** 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 year. The Superintendent may resign, with the consent of the Board, at any other time.

Article VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Wilson County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties



hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

LA VERNIA INDEPENDENT SCHOOL DISTRICT

By: DAVID WATSON

President, Board of Trustees

ATTEST:

By: JANICE GIMBEL

Secretary, Board of Trustees

Executed this 12 day of August 2009.

SUPERINTENDENT

By: TOM HARVEY

Dr. Tom Harvey

Executed this day 12 of , August 2009.



La Vernia Independent School District
 Financial Management and Accountability Report
 August 31, 2008

DISCLOSURES CONTINUED

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008								
Description of Reimbursements	Superintendent Harvey	Board Member Schier	Board Member Gimbel	Board Member Quarles	Board Member Watson	Board Member Brooks	Board Member Bilicek	Board Member Jendrusch
Meals	\$259.43	\$70.02	\$81.32	\$42.26	\$24.09	\$13.91	\$111.46	\$41.94
Lodging	\$1159.52	\$389.13	\$389.13	\$428.55	\$364.68	\$364.6	\$364.68	\$364.68
Transportation	\$20	\$89.76		\$196	\$180	\$180	\$260.15	\$180
Motor Fuel		\$75.65					\$89.20	
Other	\$1366	\$592.85	\$592.85	\$682.85	\$427.85	\$427.85	\$752.85	\$427.85
Total	\$2804.95	\$1217.41	\$1063.21	\$1349.66	\$996.62	\$986.44	\$1578.34	\$1014.47

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2008, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.

Motor fuel – Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



La Vernia Independent School District
Financial Management and Accountability Report
August 31, 2008

DISCLOSURES CONTINUED

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2008	
Name(s) of Entity(ies)	
NONE	\$
Total	\$

Note – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



La Vernia Independent School District
 Financial Management and Accountability Report
 August 31, 2008

DISCLOSURES CONTINUED

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008								
	Superintendent Harvey	Board Member Schier	Board Member Gimbel	Board Member Quarles	Board Member Watson	Board Member Brooks	Board Member Bilicek	Board Member Jendrusch
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.

5. Business Transactions Between School District and Board Members for Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008								
	Superintendent Harvey	Board Member Schier	Board Member Gimbel	Board Member Quarles	Board Member Watson	Board Member Brooks	Board Member Bilicek	Board Member Jendrusch
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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