

Year



Financial Integrity Rating System of Texas

2006-2007 District Status Detail

Name: CELESTE ISD (116902)		Publication Level 1: 6/9/2008 1:55:51 PM	
Status: Passed		Publication Level 2: 8/21/2008 1:46:21 PM	
Rating: Superior Achievement		Last Updated: 8/21/2008 1:46:21 PM	
Indicators Answered YES: 22		Indicators Answered NO: 2	
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>	4/18/2008 10:35:05 AM	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>	4/18/2008 10:35:05 AM	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>	4/18/2008 10:35:06 AM	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>	4/18/2008 10:35:06 AM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/18/2008 10:35:06 AM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/18/2008 10:35:06 AM	Yes

			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	4/18/2008 10:35:06 AM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/18/2008 10:35:06 AM	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>	4/18/2008 10:35:07 AM	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>	4/18/2008 10:35:07 AM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/18/2008 10:35:07 AM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	4/18/2008 10:35:07 AM	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; 60% for 2007-2008; and 65% for 2008-2009)</u>	4/25/2008 12:05:35 PM	3
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>	4/18/2008 10:35:07 AM	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>	4/18/2008 10:35:08 AM	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>	4/18/2008 10:35:08 AM	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>	4/18/2008 10:35:08 AM	5
18	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/18/2008 10:35:08 AM	5
19	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/18/2008 10:35:08 AM	5
20	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/18/2008 10:35:08 AM	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>	4/18/2008 10:35:09 AM	5
22	<u>Was The Decrease In Undesignated Unreserved Fund 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>	4/18/2008 10:35:09 AM	5
23	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/18/2008 10:35:09 AM	5
24	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	4/18/2008 10:35:09 AM	4
			85 Weighted Sum
			1 Multiplier Sum

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	
District Size - Number of Students Between		Low	High	District Size - Number of Students Between		Low	High
< 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

Options

Audit Home Page: [School Financial Audits](http://schoolaudits@tea.state.tx.us) | Send comments or suggestions to schoolaudits@tea.state.tx.us

The [Texas Education Agency](http://tea.state.tx.us)

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

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2007

<u>Description of Reimbursements</u>	Tom Olson Board Member
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

<u>Description of Reimbursements</u>	Ken Wilgus Board Member (Sept. 06 -May 07)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

<u>Description of Reimbursements</u>	David LaFavers Board Member
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$

Other	\$	
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Don Armstrong	
<u>Description of Reimbursements</u>	Board Member	
Meals	\$	
Lodging	\$	
Transportation	\$	
Motor Fuel	\$	
Other	\$	
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Terry Hicks	
<u>Description of Reimbursements</u>	Board Member	
Meals	\$	
Lodging	\$	
Transportation	\$	
Motor Fuel	\$	
Other	\$	
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Mike Curry	
<u>Description of Reimbursements</u>	Board Member (Sept. to June 07)	
Meals	\$	
Lodging	\$	
Transportation	\$	
Motor Fuel	\$	

Other	\$	
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Marty Burke
<u>Description of Reimbursements</u>	Board Member (May 07 to Aug 07)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Elaine Shaw
<u>Description of Reimbursements</u>	Board Member
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

	Jeffrey Babers
<u>Description of Reimbursements</u>	Board Member
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$

Other	\$	
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2007

Collin Clark

Description of Reimbursements

	Superintendent	
Meals	\$	464.01
Lodging	\$	968.24
Transportation	\$	-
Motor Fuel	\$	-
Other	\$	242.54
Total		<u>\$1,674.79</u>

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, 2007

<u>Name(s) of Entity(ies)</u>	Collin Clark	Amount Received
		\$

None

Total	<u>\$0.00</u>
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**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, 2007

Collin Clark
Superintendent

Amount Received

\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Tom Olson
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Ken Wilgus
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

David LaFavers
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Don Armstrong
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Terry Hicks
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Mike Curry (Sept 06 to June 07)
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2007

Marty Burke (May 07 to Aug 07)

	Board Member	Amount Received
None		\$
		\$0.00

For the Twelve-Month Period Ended August 31, 2007	Elaine Shaw Board Member	Amount Received
None		\$
		\$0.00

For the Twelve-Month Period Ended August 31, 2007	Jeffrey Babers Board Member	Amount Received
None		\$
		\$0.00

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2007

None

Tom Olson
Board Member

Amount Received
\$

\$0.00

None

Ken Wilgus
Board Member

Amount Received
\$

\$0.00

None

David LaFavers
Board Member

Amount Received
\$

\$0.00

None

Don Armstrong
Board Member

Amount Received
\$

\$0.00

None

Terry Hicks
Board Member

Amount Received
\$

\$0.00

None

Mike Curry (Sept 07 to June 07)
Board Member

Amount Received
\$

\$0.00

None

Marty Burke (May 07 to Aug 07)
Board Member

Amount Received
\$

\$0.00

Amount Received
\$

\$0.00

Amount Received

\$ 1,162.50

Total

\$	1,162.50
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THE STATE OF TEXAS

>

> KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HUNT

>

THIS AGREEMENT is made and entered into this, the 17th, day of January, 2008 by and between the Board of Trustees (the "Board") of the Celeste Independent School District (the "District") and Collin Clark (the "Superintendent").

WITNESSETH:

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

I. Term

- 1.1 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 three (3) years, commencing on July 1, 2008 and ending on June 30, 2011. 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.
- 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.

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 assigned by the Board, and shall comply with all 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, 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.
- 2.2 Professional Certification. The Superintendent shall at all times during the term of this

Contract, and any renewal for extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by 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. The Superintendent or the Superintendent's designee shall 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 Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.
- 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 efforts.

III. Compensation

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Ninety Nine Thousand Two Hundred dollars. (\$99,200) Plus an additional Thirty Six Hundred dollars (\$3,600). This 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- 3.3 Other Benefits:
 - (a) The District shall pay annual sum of Zero dollars (\$0) for in-district travel. 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. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the district. 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 business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.
 - (b) The District shall provide for a portable personal computer(s) system for the Superintendent's business and personal use.
 - (c) The District shall pay an annual sum of Zero dollars (\$0) for cellular phone use.

(d)The District shall pay dues for two (2) professional organizations of the Superintendent's choice.

(f)The District does hereby agree to pay the Superintendent, as salary, annually an additional seven hundred fifty dollars (\$750) for each campus that receives the highest Texas Education Agency rating.

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. 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 Procedure. The evaluation format and procedure shall be accordance with the Board's policies, state and federal law.

VI. Renewal or Nonrenewal of Employment Contract

- 6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

VII. Termination of Employment Contract

- 7.1 Mutual Agreement. This contract may be terminated at anytime 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 Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.

VIII. Miscellaneous

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performed in Hunt 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.
- 8.5 Acceptance. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 30th day of June, 2008.

CELESTE INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: 
Secretary, Board of Trustees Date

By: 
President, Board of Trustees Date

By: 
Superintendent of Schools Date