



Financial Integrity Rating System of Texas

2005-2006 DISTRICT STATUS DETAIL

Name: CELESTE ISD(116902)			
Rating: Superior Achievement		Last Updated: 8/23/2007 9:30:25 AM	
Indicators Answered YES: 21		Indicators Answered NO: 0	
#	Indicator Description	Updated	Result
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	6/14/2007 10:47:23 AM	Yes
2	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	6/14/2007 10:47:23 AM	Yes
3	<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>	6/14/2007 10:47:23 AM	Yes
4	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/14/2007 10:47:23 AM	Yes
5	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	6/14/2007 10:47:23 AM	Yes
6	<u>Was The Percent Of Total Tax Collections (Including Delinquent) Greater Than 96%?</u>	6/14/2007 10:47:23 AM	Yes
7	<u>Did The Comparisons Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of</u>	6/14/2007 10:47:23	Yes

	<u>Less Than 4 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	AM	
8	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$770.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 2%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$100,000, Then Answer This Indicator Yes)</u>	7/9/2007 6:27:33 PM	Yes
9	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/14/2007 10:47:23 AM	Yes
10	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Master Or Monitor Assigned)</u>	6/14/2007 10:47:23 AM	Yes
11	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 54%?</u>	6/14/2007 10:47:23 AM	Yes
12	<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>	6/14/2007 10:47:23 AM	Yes
13	<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>	6/14/2007 10:47:23 AM	Yes
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivables) In The General Fund = Or > 1:1? (If Deferred Revenues < Net Delinquent Taxes Receivable, Then Answer This Indicator Yes)</u>	6/14/2007 10:47:23 AM	Yes
15	<u>Was The Administrative Cost Ratio Less Than The Standard In State Law?</u>	6/14/2007 10:47:23 AM	Yes
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	6/14/2007 10:47:23	Yes

		AM	
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	6/14/2007 10:47:23 AM	Yes
18	<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>	6/14/2007 10:47:23 AM	Yes
19	<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 Answer This Indicator Yes)</u>	6/14/2007 10:47:23 AM	Yes
20	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/14/2007 10:47:23 AM	Yes
21	<u>Were Investment Earnings In All Funds More Than \$15 Per Student?</u>	6/14/2007 10:47:23 AM	Yes

DETERMINATION OF RATING

A.	Did The District Answer 'No' To Indicators 1, 2, Or 3? OR Did The District Answer 'No' To Both 4 and 5? If So, The District's Rating Is Substandard Achievement .	
B.	Determine Rating By Applicable Range For The Number Of Indicators Answered 'No':	
	Superior Achievement	0-2
	Above Standard Achievement	3-4
	Standard Achievement	5-6
	Substandard Achievement	7+ OR 'No' To Critical Indicator(s)

INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios		Indicator 17	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students Between			District Size - Number of Students Between		
< 500	7	22	< 500	4	14
500-999	10	22	500-999	5.5	14
1000-4999	11.5	22	1000-4999	6	14
5000-9999	13	22	5000-9999	6.5	14
= > 10000	13.5	22	= > 10000	6.6	14

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

THE TEXAS EDUCATION AGENCY
 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, 2006

<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, 2006

	Ken Wilgus	
<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, 2006

	David LaFavers	
<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, 2006

	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, 2006

	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, 2006

Mike Curry	
<u>Description of Reimbursements</u>	Board Member (Sept. to June 06)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Eric Evans	
<u>Description of Reimbursements</u>	Board Member (Sept. to Feb 06)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Elaine Shaw	
<u>Description of Reimbursements</u>	Board Member (Feb to Aug 06)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Jeffrey Babers	
<u>Description of Reimbursements</u>	Board Member (May to Aug 06)
Meals	\$
Lodging	\$
Transportation	\$
Motor Fuel	\$
Other	\$
Total	<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Collin Clark

<u>Description of Reimbursements</u>	Superintendent
Meals	\$ 760.12
Lodging	\$ 1,307.06
Transportation	\$ 82.00
Motor Fuel	\$ 11.01
Other	\$ 452.71
Total	<u>\$2,612.90</u>

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

For the Twelve-Month Period
Ended August 31, 2006

<u>Name(s) of Entity(ies)</u>	Collin Clark	Amount Received
None		\$
Total		<u>\$0.00</u>

**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, 2006

	Collin Clark Superintendent	Amount Received
None		\$
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

	Tom Olson Board Member	Amount Received
None		\$
Total		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Ken Wilgus

	Board Member	Amount Received
None		\$
		<u>\$0.00</u>

For the Twelve-Month Period Ended August 31, 2006	David LaFavers Board Member	Amount Received
None		\$
		<u>\$0.00</u>

For the Twelve-Month Period Ended August 31, 2006	Don Armstrong Board Member	Amount Received
None		\$
		<u>\$0.00</u>

For the Twelve-Month Period Ended August 31, 2006	Terry Hicks Board Member	Amount Received
None		\$
		<u>\$0.00</u>

For the Twelve-Month Period Ended August 31, 2006	Mike Curry (Sept to June) Board Member	Amount Received
None		\$
		<u>\$0.00</u>

For the Twelve-Month Period
Ended August 31, 2006

Eric Evans (Sept to Feb)
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2006

Elaine Shaw (Feb to
Aug)
Board Member

Amount Received
\$

None

\$0.00

For the Twelve-Month Period
Ended August 31, 2006

Jeffrey Babers (May to Aug)
Board Member

Amount Received
\$

None

\$0.00

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2006

Amounts

Tom Olson
Board Member

None

\$

Amounts Ken Wilgus
Board Member

None \$

Amounts David LaFavers
Board Member

None \$

Amounts Don Armstrong
Board Member

None \$

Amounts Terry Hicks
Board Member

None \$

Amounts Mike Curry (Sept to
June)
Board Member

None \$

Amounts Eric Evans (Sept to Feb)
Board Member

None \$

Amounts Elaine Shaw (Feb to
Aug)
Board Member

None \$

Amounts Jeffrey Babers (May to Aug)
Board Member

Parking Lot Work - 11/04/05	250.00
Structure Demo - 02/18/06	<u>225.00</u>
Total	\$ 475.00

No transactions after being elected to the Board.

THE STATE OF TEXAS >
> KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HUNT >

THIS AGREEMENT is made and entered into this, the 16th, day of January, 2007 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, 2007 and ending on June 30, 2010. 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 Four Thousand Five Hundred dollars (\$94,500) 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 twenty seven hundred dollars (\$2700) 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 nine hundred dollars (\$900) 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 in 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, 2007.

CELESTE INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: _____
Secretary, Board of Trustees Date

By: _____
President, Board of Trustees Date

By: _____
Superintendent of Schools Date