

Comanche I.S.D.

*F.I.R.S.T. Report
Financial Integrity Rating System of
Texas*



2007-2008

District Rating - Superior



Financial Integrity Rating System of Texas

Disclosures

In calendar year 2009, new reporting requirements are effective for the financial management report that will be distributed at the Schools FIRST public hearing. Per Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, the five (5) disclosures explained below will be presented as appendices in the Schools FIRST financial management report.

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2009. In lieu of publication in the Schools FIRST financial management report, the school district may choose 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.

*Board Members:
#1-Jim Abbey; #2-Frazier Clark; #3-Harold Higginbotham; #4-Rachel Hilliard; #5-Jason Pate; #6-Rex Plumlee #7-Jemifer Rucker; #8-Labin Scott
Superintendent – Rick Howard

MULTIPLE-YEAR TERM CONTRACT

State of Texas
County of Comanche

Date given Employee _____
Date returned by Employee _____

Superintendent

The BOARD OF TRUSTEES (hereinafter, Board) of COMANCHE INDEPENDENT SCHOOL DISTRICT, hereby employs the undersigned professional Employee, **Rick Howard**, and Employee accepts employment on the following terms and conditions:

1. Employee shall be employed on a 12-month basis for three years, beginning January 1 2009, and ending December 31, 2012, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. The Board shall pay Employee in twelve installments an annual salary of \$103,470.00 but may be adjusted mid-term with approval of both parties. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. This contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this contract. This contract does not create a property right to continued employment in any supplemental duty.
4. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
5. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to that satisfaction of the District all duties set forth in the job description or as assigned.
6. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or the District. Failure of Employee to maintain certification in the position(s) assigned may be grounds for discharge. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may be grounds for discharge. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.
7. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
8. In accordance with Texas Education Code, Chapter 21, Subchapters E and F, the Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board. A suspension without pay may not extend beyond the end of the school year.
9. The Board may terminate this contract and discharge Employee during the term of the contract if it determines that a financial exigency requires a reduction in personnel. Financial exigency, as used herein, means any event or occurrence that creates a need for the district to reduce financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
10. A determination by the Board that a program change requires that the contract of Employee be terminated during the contract term constitutes good cause for discharge. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
11. Employment in federally or categorically funded positions is expressly conditioned upon the availability of full funding for the position.
12. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. Neither right of tenure nor any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the contract term.
13. Renewal or non-renewal of this contract shall be in accordance with state law; Texas Education Code, Chapter 21, Subchapter E; and Board policy.
14. Employee may be released from this contract only in accordance with Texas Education Code 21.210 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due and owing salary amount is fully paid.
15. With Employee's consent, the Board may substitute and supersede this contract by issuing a new contract, beginning prior to the end of this contract term, thereby extending the employment term. Such an action shall have the effect of extinguishing this contract and replacing it with an entirely new contract. Failure to so extend shall not constitute non-renewal.
16. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
17. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.
18. This offer of employment for the 2008-2011 school years shall expire unless this contract is signed and returned to the Superintendent on or before **January 21, 2009**. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

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

Rick Howard 11/19/09
Employee Date

Comanche School District
By: *[Signature]* 11-19-09
President, Board of Trustees Date

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 16th day of April, 2009, by and between the Board of Trustees (the "Board") of the Comanche Independent School District (the "District") and Tony Daniel (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(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 three (3) years, commencing on July 1, 2009, and ending on June 30, 2012. 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 **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 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 any 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 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 Superintendent's 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-approved absence, the Superintendent's designee shall attend such meetings.

2.5 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.

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; 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 NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$96,000.00). 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, if any, 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 may take, at the Superintendent's choice, 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 pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

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. The expenses of participation in such activities shall be borne by the District.

3.7 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 and/or be paid an honorarium 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.

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. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. 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. 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 telephone allowance in the sum of FIFTY AND NO/100 DOLLARS (\$50.00) per month. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.

3.10 Insurance—Professional Legal Liability. The District shall obtain, if available, and pay premiums for a Professional Legal Liability Insurance policy with the Superintendent as the named insured with premiums not to exceed the sum of One Million and No/100 Dollars (\$1,000,000.00) per year.

3.11 Moving/Relocation Expense – Allowance. In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall pay as a moving and relocation expense allowance the sum of Five Thousand Dollars (\$5,000.00). The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the Superintendent's cost and expense of moving the Superintendent's family and belongings.

3.12 Association Dues. The District will pay for TASA and AASA Dues for the Superintendent.

3.13 **Miscellaneous Benefit.** In the event that Superintendent's spouse does not have employment with a neighboring school district by August 10, 2009, Comanche ISD will employ Superintendent's spouse in a professional capacity and pay spouse according to Comanche ISD's adopted payment schedule.

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 ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

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 Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

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 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 and/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, containing reasonable notice of the reason for the proposed nonrenewal, not later than 150 days 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 the Board's policies or the District's 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 impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is 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 facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** In the event that the Board terminates 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.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Jones 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 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.

COMANCHE INDEPENDENT SCHOOL DISTRICT

By: [Signature]
President, Board of Trustees

ATTEST:

By: Labi Arett
Secretary, Board of Trustees

Executed this 16 day of April, 2009.

SUPERINTENDENT

By: [Signature]
Tony Daniel

Executed this 16 day of April, 2009.



Financial Integrity Rating System of Texas

Disclosures

2. Reimbursements Received by the Superintendent and Board Members for School Year 2007-2008 For the Twelve-Month Period Ended August 31, 2008

Description of Reimbursement	Supt.	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Board Member 8
Meals	\$ 571.98	\$ 160.00	\$ 160.00	\$ 124.00	\$ 160.00	\$ 144.00	\$ 85.18		
Lodging	\$1,050.07	\$ 588.74	\$ 588.74	\$ 462.60	\$ 588.74	\$ 588.74	\$ 506.85		
Transportation	\$2,959.25	\$ 318.47	\$ 318.47	\$ 318.47	\$ 318.47	\$ 318.47	\$ 101.00		
Motor Fuel	\$ 29.00								
Other	\$ 255.00	\$ 325.00	\$ 255.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 255.00		
Total	\$4,865.30	\$1,392.21	\$1,322.21	\$1,230.07	\$1,392.21	\$1,376.21	\$ 948.03	\$0	\$0

Note – The spirit of the rule is to capture all “reimbursements” for school year 2007-2008, 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 reimbursement (or on-behalf) to the superintendent and board member.

*Board Members:

#1-Jim Abbey; #2-Frazier Clark; #3-Harold Higginbotham; #4-Rachel Hilliard; #5-Jason Patc; #6-Rex Plumlee #7-Jennifer Rucker; #8-Labin Scott
Superintendent – Rick Howard



Financial Integrity Rating System of Texas

Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in School Year 2007-2008

For the Twelve-Month Period Ended August 31, 2008

Name(s) of Entity(ies)	Amount
	\$
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.

*Board Members:
#1-Jim Abbey; #2-Frazier Clark; #3-Harold Higginbotham; #4-Rachel Hilliard; #5-Jason Pace; #6-Rex Plumlee #7-Jennifer Rucker; #8-Labin Scott
Superintendent – Rick Howard



Disclosures

Financial Integrity Rating System of Texas

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in School Year 2007-2008

For the Twelve-Month Period Ended August 31, 2008

	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Board Member 8
Summary Amounts	\$	\$	\$	\$	\$	\$	\$	\$	\$

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under the applicable school official.

*Board Members:
#1-Jim Abbey; #2-Frazier Clark; #3-Harold Higginbotham; #4-Rachel Hilliard; #5-Jason Pate; #6-Rex Plumlee #7-Jennifer Rucker; #8-Labin Scott
Superintendent – Rick Howard



Disclosures

Financial Integrity Rating System of Texas

5. Business Transactions Between School District and Board Members for Fiscal Year 2007-2008 For the Twelve-Month Period Ended August 31, 2008

	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Board Member 8
Summary Amounts	\$	\$	\$	\$	\$10,354.12	\$	\$	\$

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.

*Board Members:
#1-Jim Abbey; #2-Frazier Clark; #3-Harold Higginbotham; #4-Rachel Hilliard; #5-Jason Pate; #6-Rex Plumlee #7-Jennifer Rucker; #8-Labin Scott
Superintendent - Rick Howard

YEAR **2007-2008**

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Financial Integrity Rating System of Texas

2007-2008 DISTRICT STATUS DETAIL

Name: COMANCHE ISD(047901)	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: 82	Passing Score: 55

#	Indicator Description	Updated	Score
1	Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?	5/13/2009 1:12:03 PM	Yes
2	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)	5/13/2009 1:12:04 PM	Yes
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	5/13/2009 1:12:04 PM	Yes
4	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)?	5/13/2009 1:12:04 PM	Yes
5	Was There An Unqualified Opinion in Annual Financial Report?	5/13/2009 1:12:04 PM	Yes
6	Did The Annual Financial Report Not Disclose Any	5/13/2009	Yes

	Instance(s) Of Material Weaknesses In Internal Controls?	1:12:04 PM	
			1 Multiplier Sum
7	Did the Districts Academic Rating Exceed Academically Unacceptable?	5/13/2009 1:12:05 PM	5
8	Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?	5/13/2009 1:12:05 PM	5
9	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)?	5/13/2009 1:12:05 PM	5
10	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)	5/13/2009 1:12:05 PM	4
11	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	5/13/2009 1:12:06 PM	5
12	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)	5/13/2009 1:12:06 PM	5
13	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)	5/13/2009 1:12:06 PM	3
14	Was The Percent Of Operating Expenditures Expended For Instruction More Than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)	5/13/2009 1:12:06 PM	3
15	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In	5/13/2009 1:12:06 PM	5

	General Fund?		
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? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)	5/13/2009 1:12:07 PM	5
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)	5/13/2009 1:12:07 PM	5
18	Was The Administrative Cost Ratio Less Than The Threshold Ratio?	5/13/2009 1:12:07 PM	5
19	Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?	5/13/2009 1:12:07 PM	4
20	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	5/13/2009 1:12:08 PM	4
21	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?	5/13/2009 1:12:08 PM	5
22	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)	5/13/2009 1:12:08 PM	5
23	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	5/13/2009 1:12:08 PM	5
24	Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?	5/13/2009 1:12:09 PM	4
			82

Weighted
Sum

1
Multiplier
Sum

82 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
$\Rightarrow 10000$	13.5	22	$\Rightarrow 10000$	7.0	14

OPTIONS

- Update Unpassed
- Update All
- Lower Publication Level
- Suspend

Suspension Reason.

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THE TEXAS EDUCATION AGENCY

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