



## Financial Integrity Rating System of Texas

### 2013-2014 Ratings based on School Year 2012-2013 Data - District Status Detail

Name: <b>TERRELL ISD (129906)</b>			
Status: <b>Passed</b>			
Rating: <b>Superior Achievement</b>			
<b>District Score: 67 (Maximum Score 70)</b>		<b>Passing Score: 52</b>	
#	Indicator Description	2012-13 Results	2011-12 Results
1	Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?	Yes	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)	Yes	Yes
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	Yes	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)?	Yes	Yes
5	Was There An Unqualified Opinion in Annual Financial Report?	Yes	Yes
6	Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?	Yes	Yes
		1 Multiplier Sum	1 Multiplier Sum
7	Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?	5	5
8	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	5
9	Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 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)	2	2
10	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	5	5

11	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)	5	5
12	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?	5	5
13	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	5
14	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	5
15	Was The Administrative Cost Ratio Less Than The Threshold Ratio?	5	5
16	Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?	5	5
17	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	5	5
18	Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund, then District Receives 5 Points)	5	5
19	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	5	5
20	Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?	5	5
		67 Weighted Sum	67 Weighted Sum
		1 Multiplier Sum	1 Multiplier Sum
		67 Score	67 Score

## Determination of Rating

<b>A.</b>	Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? <b>OR</b> Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is <b>Substandard Achievement</b> .
<b>B.</b>	Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)
	<b>Superior Achievement</b> 64-70
	<b>Above Standard Achievement</b> 58-63
	<b>Standard Achievement</b> 52-57
	<b>Substandard Achievement</b> <52

## Indicator 16 & 17 Ratios

<b>Indicator 16</b>	<b>Ranges for Ratios</b>		<b>Indicator 17</b>	<b>Ranges for Ratios</b>	
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

THE STATE OF TEXAS    §  
                                          §  
COUNTY OF KAUFMAN   §

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This contract is entered into and made by and between the Board of Trustees (the "Board") of the **Terrell Independent School District**, (the "District"), and **Micheal French** (the "Superintendent"), and is entered into in accordance with Texas Education Code Sections 11.201 and 21.201, et seq.

1.    TERM

- 1.1    The Board, by and behalf of the District, has employed and does employ Superintendent, and Superintendent accepts employment, as Superintendent of Schools for a term commencing on June 10, 2013, and ending on June 10, 2018.
- 1.2    Superintendent shall be employed and shall serve in his capacity as Superintendent for twelve (12) months per year. Both parties agree that said employee shall perform the duties of Superintendent of Schools in said District as provided by the laws of the State of Texas and under the terms agreed to by both parties as provided below.
- 1.3    With the Superintendent'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 contact term for one or more years. Such an action shall have the effect of extinguishing this Contract and replacing it with an entirely new Contract. Failure to extend shall not constitute nonrenewal.

2. DUTIES AND RESPONSIBILITIES

- 2.1 The Superintendent shall act as the educational leader, chief executive officer and chief administrator of the District and shall have charge of the administration of the schools of the District under the direction, supervision and authority of the Board. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in state law, his job description and as may be assigned from time to time by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended.
- 2.2 The Superintendent hereby agrees to devote substantially all of his time, skill, labor and attention to the performance of his duties during the term of this Contract.
- 2.3 The Board, individually or as a body, shall promptly refer all criticisms, complaints and suggestions from community members, students, parents, and staff to the Superintendent for resolution or study and recommendation.
- 2.4 The Superintendent shall attend, and shall be permitted to attend, all public meetings of the Board and all closed meetings of the Board unless excused by the Board, and shall participate in the deliberations of the Board on all matters with the exception of those meetings devoted to the consideration of his contract renewal and/or the Superintendent's salary.

3. REASSIGNMENT

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

4. LEGAL DEFENSE

4.1 The Board shall provide a legal defense to Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District, excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees 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. The District shall provide professional liability insurance coverage to protect the Superintendent as set forth herein. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.

5. DEVELOPMENT OF GOALS

5.1 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.

6. COMPENSATION, SALARY AND BENEFITS

- 6.1 The Superintendent shall be paid a base salary of \$195,000 per annum to be paid in twelve (12) equal installments, in accordance with the schedule of salary payments in effect for other certified employees of the District.
- 6.2 The Superintendent shall be entitled to the same group health and hospitalization insurance the District pays for all other district employees. Other health and family benefits not paid by the District that are available to other employees, such as vision, dental, cancer and disability shall be at the Superintendent's expense.
- 6.3 The Superintendent shall be entitled to the same holidays, annual vacation, sick leave, and personal leave time permitted other District administrative personnel employed under a twelve-month professional employment contract.
- 6.4 The District shall provide the Superintendent with car and technology allowance of \$1,500.00 per month.
- 6.5 The District shall pay or reimburse the Superintendent for reasonable out-of-district travel expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this agreement. Such expenses may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airline tickets, 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.

6.6 The District shall pay Superintendent the sum of \$20,000.00 per annum to be paid in twelve (12) equal installments, which shall be distributed into one or more retirement plans established under Internal Revenue Code, including but not limited to Sections 401(a), 403(b), and 457.

6.7 Not later than 10 days after the execution of this Agreement, the District shall pay Superintendent a one time moving allowance of \$10,000.00.

7. MEMBERSHIPS IN PROFESSIONAL AND CIVIC ORGANIZATIONS

7.1 The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities. Toward that end, the District shall pay the membership fees, dues and other expenses associated with the Superintendent's participation in up to three (3) professional organizations selected by the Superintendent in an amount not to exceed the approved budgeted amounts.

7.2 In its encouragement of the Superintendent to grow professionally, the Board shall permit reasonable release time for the Superintendent, as the Board and Superintendent shall agree and deem appropriate to attend seminars, courses or meetings in accordance with the Board's policies. The necessary and reasonable expense of such activities shall be reimbursed by the District; however, the expenses shall not exceed the approved annual budget for such expenses and activities. The Superintendent may hold office in such professional organizations, serve as a consultant to other school districts or educational agencies, teach,



lecture, engage in writing activities and speaking engagements, and engage in other similar activities that are of a short-term duration and do not interfere with the performance of his duties as Superintendent.

- 7.3 The Board and Superintendent agree and acknowledge that the Superintendent's participation in community and civic affairs is an important function of the Superintendent's role to develop and foster District-community relationships. The membership fees, dues and other expenses associated with the Superintendent's participation in such civic organizations selected by the Superintendent shall be paid by the District in an amount not to exceed the approved budgeted amounts.

8. FITNESS FOR DUTY AND COMPLIANCE WITH PROFESSIONAL AND ETHICAL STANDARDS

- 8.1 This Contract is conditioned on the Superintendent furnishing and maintaining, throughout the term of his employment as Superintendent of Schools, a valid and appropriate certificate to act as Superintendent of Schools in the State of Texas as prescribed by the laws of the State and by the regulations of the State Board of Education and the State Board of Educator Certification. The Superintendent shall also be subject to a criminal record check as required by law. Employment under this agreement is conditioned upon such results being favorable.
- 8.2 The Superintendent shall at all times during this Contract obey and act consistently with all federal, state and local laws and regulations, including Board Policies.
- 8.3 The Superintendent shall, at all times during this Contract, act in

accordance with all applicable professional standards and ethical rules and practices of the profession.

9. ANNUAL REVIEW AND APPRAISAL OF SUPERINTENDENT-BOARD RELATIONS AND PERFORMANCE

9.1 The Board and Superintendent shall meet together at least once each year for the purpose of reviewing and appraising their respective roles and the Superintendent-Board relationship. Generally, such meeting shall occur in December or January each year. The Board shall first meet alone to compile the evaluation instrument, and then, on the same evening, with the Superintendent to review the document. The Board reserves the right to conduct appraisal reviews of the Superintendent from time to time during the year as it deems appropriate. The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. 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. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board and in accordance with the provisions of this Section 9.1, 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, and such modification results in new or different expectations, the Superintendent shall be given a reasonable period of time before being evaluated thereunder.

10. TERMINATION AND NONRENEWAL

10.1 This Contract shall be terminated at any time upon the request of the Superintendent and with the consent of the Board, provided that a reasonable and mutually acceptable period of time is allowed between the submission of the request to the Board and the effective date of the resignation.

10.2 The District has not adopted any tenure policies, and the Superintendent shall have no property interest in this Contract beyond its stated term. The Board may elect in its sole discretion to non-renew this Contract at the end of its term, subject to the provisions of Chapter 21, Subchapter E, of the Texas Education Code.

10.3 The Board may dismiss the Superintendent for good cause as determined by the Board; provided however, that the Board does not arbitrarily or capriciously call for his dismissal, and that prior to termination of this Contract for good cause, the Superintendent shall have the right to receive written notice of the grounds for proposed termination, and an opportunity for a hearing before an independent hearing examiner as provided under Texas Education Code Chapter 21, subchapter F.

10.4 If either party chooses to be represented by legal counsel in the event of any hearing or dispute arising under this Contract or the termination or nonrenewal thereof, any resulting legal expenses will be solely the

responsibility of the party employing such legal counsel.

11. MISCELLANEOUS

11.1 The Superintendent and Board shall fulfill all aspects of this Contract. Any exception thereto shall be by mutual consent of both parties and attached as a written amendment hereto.

11.2 Failure to fulfill the obligations agreed to in this Contract by either party may be reported by the other party to the Commissioner of Education of the State of Texas, to the State Board of Educator Certification and/or to the appropriate professional associations for the purpose of obtaining redress or sanction.

11.3 This Contract shall be governed by the laws of the State of Texas, and shall be performed in Kaufman County, Texas, unless otherwise provided by law.

11.4 This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and approved by the Board at a lawfully noticed meeting, except as expressly provided herein.

11.5 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 provided by law, the terms of this contact shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

11.6 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.

ENTERED the 8 day of May, 2013.



Micheal French  
Superintendent



Dena Risinger  
President, Board of Trustees

ATTEST:



Debbie Wood, Secretary  
Board of Trustees  
Terrell Independent School District

AMENDMENT TO THE SUPERINTENDENT'S  
EMPLOYMENT CONTRACT DATED MAY 8, 2013

That for and in consideration of Micheal French ("Superintendent") agreeing to extend his employment contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board of Trustees of the Terrell Independent School District ("Board") and Superintendent hereby agree to amend the Superintendent's Employment Contract executed May 8, 2013, as follows:

1.1 The Board agrees to extend the Superintendent's Employment Contract to June 10, 2019.

6.1 Effective July 1, 2014, the Board agrees to pay Superintendent an annual salary in the amount of TWO HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$210,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

All other terms of the original contract remain in full force and effect. If any conflict exists between the provisions of this Amendment and the original contract, the language of this Amendment will take precedence over any inconsistent provisions.

Dated this 21 day of January, 2014.

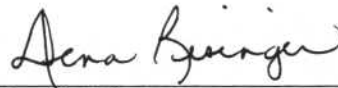
SUPERINTENDENT

TERRELL INDEPENDENT SCHOOL  
DISTRICT



Micheal French

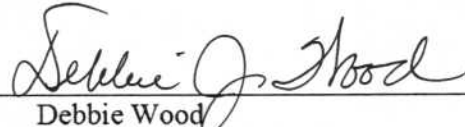
BY:



Dena Risinger  
President, Board of Trustees

ATTEST:

BY:



Debbie Wood  
Secretary, Board of Trustees