

FISCAL YEAR ENDED AUGUST 31, 2015

WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FISCAL YEAR ENDED AUGUST 31, 2015



**Annual Financial Management Report
Financial Integrity Rating System of Texas
(School FIRST)**

**Analysis of Data for the Year Ended August 31, 2015
Public Hearing December 13, 2016**

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**NOTICE OF PUBLIC MEETING
TO DISCUSS
WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

State Financial Accountability Rating

**Webb Consolidated Independent School District will hold
a public meeting
at 6:20 pm., December 13, 2016
in the Webb CISD Board Room, Administration Office
619 Avenue F, Bruni, Texas**

**The purpose of this meeting is to discuss
Webb Consolidated Independent School District's
rating on the state's financial accountability system.**

Mission Statement

The mission of WCISD family, a progressive district of rural communities joined together, is to empower lifelong learners who...

-experience success

-have a vision of their future

-become responsible, caring, productive citizens in a multicultural society.

By:

- providing innovative, diverse opportunities
- providing a positive, nurturing environment
- utilizing a highly motivated educational team that shares responsibility for student success
- preparing for the 21st century technological challenges.

Beliefs:

We believe that:

- a team approach that includes school, students, home, and community has a shared responsibility for student success.
- All stakeholders (parents, teachers, students, community members, business members, board of trustees) are accountable for providing opportunities for success.
- A nurturing, family oriented school environment that meets the individual needs of all students, is necessary for success.
- An environment that promotes motivation, high expectations, positive attitudes, and mutual respect builds self-esteem which is the foundation for student success.
- Input and involvement from students and parents leads to greater success.
- Ongoing evaluation is necessary for measuring our progress and setting goals.
- All students can succeed through assuming responsibility, dedication, and determination.
- Communication, trust, and cooperation among the school, community, and home are the keys that yield success.
- The district is responsible for diverse, advanced, and continuing education opportunities for all students and community.
- Teaching students to enjoy learning is fundamental to lifelong learning and success.

Introduction

Senate Bill (SB) 218 of the 77th Legislature (2001) authorized the implementation of a financial accountability rating system, which is officially referred to as School FIRST. The primary goal of the School FIRST Report is to improve the management of school districts' financial resources. School FIRST was developed in consultation with the Comptroller of Public Accounts, and its development also benefited from the many comments that were received from school district and regional education service center personnel. The school district's School FIRST rating is based upon an analysis of staff and student data reported for the 2014-2015 school year, and budgetary and actual financial data for the 2015 fiscal year (for Webb Consolidated Independent School District, the fiscal period ended August 31, 2015).

Senate Bill 218 also requires each school district to prepare an Annual Financial Accountability Management Report. Many business-related issues are covered in this report, however, it focuses on the Schools FIRST rating worksheet. This worksheet was developed by representatives of the Texas Education Agency (TEA), the Texas Business & Educational Council (TBEC) and the Texas Association of School Business Officials (TASBO). The worksheet is used to rate the District according to fifteen defined indicators, each weighted equally, except for the first six critical indicators. A negative response to any of the first five critical indicators results in the district receiving a rating of "Substandard Achievement".

WEBB CONSOLIDATED ISD's rating under Schools FIRST for the year ended August 31, 2015, was "**A = Superior.**" This report briefly describes data used to calculate the rating and what each indicator means. Other information affecting the District's financial accountability is also included.

WCISD
Receives "A =
Superior"
Rating



Purpose of the Financial Accountability Rating System

The Financial Accountability Rating System ensures that school districts will be:

- Held accountable for the quality of their financial management practices and
- Achieve improved performance in the management of their financial resources

It discloses the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools.

This rating system was designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes.

Webb Consolidated ISD

Date: December 9, 2016

To: Board of Trustees
Webb Consolidated Independent School District

From: Jenette Black – CFO

Ref: 2016 Financial Integrity Rating System of Texas (School FIRST)

Attached are copies of the Official Notice from TEA and the 15 indicators used for the 2016 District Rating, in which Webb CISD received “A” for “Superior Achievement”.

This is the fourteenth consecutive year that the District receives a Pass (Superior Achievement) rating. The 2015 School First rating was based upon an analysis of staff and student data reported for 2014-2015 school year, and budgetary and actual financial data for the fiscal year ended August 31, 2015. The primary goal of School First is to improve the management of a school district’s financial resources.

Webb CISD rating can be viewed at:
<http://tea.texas.gov/index4.aspx?id=3864>

a public meeting to discuss the School FIRST rating for Webb CISD will be held on December 13, 2016 at 6:20pm at the Webb CISD Board Room. The public notice that was advertised in The Laredo Morning Times on November 29 and December 5, 2016 is attached.

If you have any question or need additional information, please contact me at 361-747-5415 ext. 1002.

Copy to: Mr. Heriberto Gonzalez
Superintendent of School

October 24, 2016

To the Administrator Addressed:

Subject: 2015–2016 Final FIRST Ratings

Final 2015–2016 Financial Integrity Rating System of Texas (FIRST) ratings based on fiscal year 2015 are now publicly available. You can find ratings for both school districts and open-enrollment charter schools on the Texas Education Agency (TEA) website:

- [school district ratings](#)
- [charter school ratings](#)

A previous “To the Administrator Addressed” letter dated August 8, 2016, instructed your school district or charter school (local education agency [LEA]) to view its *preliminary* FIRST rating. The letter also provided information about the data the TEA analyzes to produce the rating and described the appeals process available to your LEA. This appeals process is now complete, and all FIRST ratings are final.

Required Reporting

Within two months of the release of its final FIRST rating, your LEA must announce and hold a public meeting to distribute a financial management report that explains the LEA’s rating and its performance under each indicator for the current and previous year’s ratings. The report also must provide the financial information described in 19 Texas Administrative Code (TAC) [§109.1001\(o\)\(3\)](#). We encourage your LEA to include in the report additional information that will be beneficial to stakeholders, especially information explaining any special circumstances that may have affected the LEA’s performance under one or more of the indicators.

The first of two required newspaper notices to inform stakeholders of the meeting must be published no more than 30 days and no fewer than 14 days before the public meeting. Your LEA may combine the meeting with a scheduled regular meeting of its governing board.

For full requirements related to the report and meeting, see 19 TAC [§109.1001\(o\)](#). For a template that your LEA can use in developing its financial management report, see the TEA [FIRST](#) web page or [FIRST Rating for Charter Schools](#) web page.

Accreditation Status

Please note that the TEA considers an LEA's FIRST rating when assigning an accreditation status, as required by the accreditation status rules in 19 TAC §97.1055.

Contact for Further Information

If you have questions about your LEA's FIRST rating, please contact Yolanda Walker by telephone at (512) 463-0947 or by email at Yolanda.Walker@tea.texas.gov.

Sincerely,

David Marx
Director
Division of Financial Compliance

User: Jenette Black
 User Role: District

RATING YEAR



Financial Integrity Rating System of Texas

2015-2016 RATINGS BASED ON SCHOOL YEAR 2014-2015 DATA - DISTRICT STATUS DETAIL

Name: WEBB CISD(240904)	Publication Level 1: 8/8/2016 6:20:16 PM
Status: Passed	Publication Level 2: 8/8/2016 6:20:16 PM
Rating: A = Superior	Last Updated: 8/8/2016 6:20:16 PM
District Score: 96	Passing Score: 31

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	3/16/2016 4:57:01 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	3/16/2016 4:57:01 PM	Yes
2.B	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	3/16/2016 4:57:01 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	3/16/2016 4:57:02 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?</u>	3/16/2016 4:57:02 PM	Yes
5	<u>Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)</u>	3/16/2016 4:57:02 PM	Yes
			1 Multiplier



			Sum
6	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	8/4/2016 2:05:38 PM	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	6/30/2016 1:43:24 PM	10
8	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	8/4/2016 2:05:38 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?</u>	8/4/2016 2:05:38 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	8/4/2016 2:05:39 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/16/2016 4:57:04 PM	6
12	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)</u>	3/16/2016 4:57:05 PM	10
13	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</u>	3/16/2016 4:57:05 PM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	3/25/2016 2:16:15 PM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	3/24/2016 4:43:08 PM	10
			96 Weighted Sum
			1 Multiplier Sum
			96 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 5, or 2.A? If so, the school district's rating is F for Substandard Achievement regardless of points earned.
B.	Determine the rating by the applicable number of points. (Indicators 6-15)
A = Superior	70-100

B = Above Standard	50-69
C = Meets Standard	31-49
F = Substandard Achievement	<31

Home Page: [Financial Accountability](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

THE **TEXAS EDUCATION AGENCY**
1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 4.2.8.0

Region One Education Service Center
 2015-2016 Preliminary FIRST Ratings
 Based on School Year 2014-2015 Data
 Public School Districts
 Overall Rating

District Name	Superior	Above Standard
Brownsville	96	
Donna	98	
Edcouch-Elsa	88	
Edinburg Consolidated	100	
Harlingen Consolidated	94	
Hidalgo	84	
Jim Hogg County	72	
La Feria		68
La Joya	100	
La Villa	94	
Laredo	100	
Lasara	86	
Los Fresnos Consolidated	100	
Lyford	86	
Mcallen	100	
Mercedes	78	
Mission Consolidated	90	
Monte Alto	100	
Pharr-San Juan-Alamo	100	
Point Isabel	100	
Progreso	82	
Raymondville	100	
Rio Grande City	86	
Rio Hondo		60
Roma	88	
San Benito Consolidated	72	
San Isidro	70	
San Perlita	96	
Santa Maria	80	
Santa Rosa	98	
Sharyland	96	
South Texas	100	
United	98	
Valley View	98	
Webb Consolidated	96	
Weslaco	98	
Zapata County	88	

A = Superior

B = Above Standard

1. Was the complete annual financial report (AFR) and data submitted to the TEA with in 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end data of June 30 or August 31, respectively?

Our Annual Financial Report for the fiscal year ended August 31, 2015 was filed with the Texas Education Agency on January 28, 2016.

2.A. Was There an Unqualified Opinion in Annual Financial Report?

The Opinion expressed by our independent auditors on the August 31, 2015 Annual Financial Report was unqualified.

3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in the following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of the debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)

This indicator seeks to make certain that the District has paid its bills/obligations on bonds issued to pay for school construction, etc.

4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Services (IRS), and other government agencies?

This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.

The district timely make payments to TRS, TWC and IRS.

5. Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest in Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the school district's change of students in membership over 5 years was 10% more then the school district passes this indicator)

This indicator measures the amount of reserve the district has to cover expenditures. If the district is showing growth in students, the unrestricted net asset balance must be greater than zero.

A District that answers "No" to indicators 1, 3, 4, 5 or 2.A, the District automatically receives a rating of "Substandard Achievement"

6. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

This indicator measures how long in days after the end of the fiscal the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Webb CISD has a fund balance to cover operating expenditures for more than 3 months.

7. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short term debt?

This indicator measures whether the school district had sufficient short term assets at the end of the fiscal year to pay off its short-term liabilities. Webb CISD ratio of current asset to current liability is 1:4.

8. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)

This indicator recognizes that high-growth districts incur additional operating cost to open new instructional campuses.

9. Did the school district's general fund revenue equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60days?

This indicator ask if the school district spend more than earned. Webb CISD has a gain of \$369,091.

10. Was the debt service coverage ratio sufficient to meet the required debt service?

This indicator seeks to make certain that the District has paid its bills/obligations on bonds issued to pay for school construction, etc.

WEBB CONSOLIDATED ISD had no instances of default on bonded indebtedness obligations

11. Was the school district administrative cost ratio less than the threshold ratio?

TEA and state law sets a cap on the percentage of their budget that Texas school districts can spend on administration based on district size. For districts in WEBB CONSOLIDATED ISD's category, the administrative cost ratio should fall below 26.54%. Our District's ratio for the 2014-2015 school year was 26.7% which was above the state cap our score was 6. To get a perfect score of 10 the administrative cost ratio should be less than or equal to 24.04%

12. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)

This indicator ask if the school district had a decline in students over 3school years, this indicator ask if the school district decreased the number of the staff on the payroll in proportion to the decline in student. Our student decline so as our staff.

13. Did the Comparison of PEIMS Data to Like Information in Annual Financial Report Result in and Aggregate Variance of Less Than 3 Percent of Expenditures Per Fund Type (Data Quality Measure)?

This indicator measures the quality of data reported to PEIMS and in the Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type in more than 3 percent, the district "fails" this measure.

14. Did the external independent auditor report that the AFR was free of any instances of material weaknesses in internal controls over financial reporting and compliance for local, state or federal funds? (the AICPA defines material weakness.)

No material weaknesses in internal controls was reported in our 2014-2015 audit.

15. Did the school district not received an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of financial hardship

This indicator asks if the district had to ask for an easy payment plan to return monies to TEA after spending the overpayment from the Foundation School Program state aid. Webb CISD don't have repayment schedule to FSP.

School FIRST Rating

2016

OTHER REQUIRED DISCLOSURES

- 1. Superintendent's Employment Contract**
- 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2015**
- 3. Outside Compensation Received by the Superintendents for Professional Services**
- 4. Gifts Received by Executive Officers and Board Members**
- 5. Business Transactions between Board Members and United ISD**
- 6. Financial Solvency Survey**

**School FIRST Rating
2016**

1. Superintendent's Employment Contract

WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 206 / 619 Avenue F, Bruni, Texas 78344

Superintendent's Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") and Mr. Heriberto D. Gonzalez, (the "Superintendent"). The District, the Board, and the Superintendent are hereinafter referred to collectively as "Parties."

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 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 two (2) years, beginning May 13, 2016 ("Effective Date"), and ending May 12, 2018. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.
- 1.2 **Contract Extension.** Beginning in the 2017-2018 school year, the Board may, in its sole discretion, consider extension of this contract each year during the contract term. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.
- 1.3 **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. Certification

- 2.1 The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled or revoked, this Contract is void.

III. Representations

- 3.1 **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, nolo contendere (no contest) plea, guilty plea or other adjudication of the Superintendent. Further, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) at any time during this Contract period, if so required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
- 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent shall notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.
- 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application and documents related thereto are true and correct. Any false statements, misrepresentations, omissions of requested or significant information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

IV. Employment

- 4.1 **Duties.** The Superintendent is the educational leader and 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 action of 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.
- 4.2 **Authority.** The Superintendent shall perform such duties and have such powers as may be prescribed by the Texas Education Code, federal and state law, and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties and responsibilities assigned by the Board shall be appropriate to and not inconsistent with the professional role and responsibilities of a superintendent. In the case of administrative assignment and reassignment, the Superintendent shall inform the members of the Board prior to the administrative assignment and/or reassignment.
- 4.3 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations created and/or as they exist or may hereafter be amended.

- 4.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.5 **Board Meetings.** The Superintendent shall attend all meetings of the Board. Additionally, the Superintendent will be normally required to attend all executive sessions of the Board, but this Contract shall not grant the Superintendent a right to attend all executive sessions of the Board. The Board President may excuse the Superintendent from any executive session conducted by the Board at any Board meeting. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. The Superintendent or the Superintendent's designee shall attend any Board Committee Meetings, Board-authorized and approved citizen committee meetings, and further, at the Board's request the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting.
- 4.6 **Criticisms, Complaints, and Suggestions.** The Superintendent shall establish an administrative process for addressing informal complaints, criticisms and suggestions reported to him and/or his administrative staff. The Board and/or Board members shall promptly refer criticisms, complaints and suggestions called to the attention of the Board and/or Board members to the Superintendent for study and recommendation and/or appropriate response.

V. Compensation and Benefits

- 5.1 **Salary.** In determining the Superintendent's daily rate, the Superintendent's compensation shall be based on a 226-day administrator contract. The District shall pay the Superintendent an annual salary in the sum of One Hundred and Forty Four Thousand Dollars & 00/100, (\$144,000.00) per each twelve (12) month period, and all compensation shall be payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for the Superintendent's services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent. Upon receiving a satisfactory evaluation, as determined by the Board, the Superintendent shall be entitled to receive a cost of living increase in salary equal to the same percentage increase in compensation, if any, as all other categories of administrative personnel receive across the board in the District. If classroom teachers do not receive a salary increase, the Superintendent shall not be entitled do a cost of living increase, regardless of the Superintendent's performance evaluation.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **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 Subsection 5.1 of this Contract except by mutual Agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

5.3 **Vacation and Personal Leave.** **Vacation and Personal Leave.** In determining the Superintendent's daily rate, Superintendent's compensation shall be based on a 226-day administrator contract that includes, beginning with the 2016-2017 school year, ten (10) days of paid, non-cumulative, vacation days per year at the beginning of each contract year. Vacation days taken by the Superintendent shall not unduly interfere with Superintendent's duties and responsibilities, and Superintendent shall make suitable arrangements to reasonably ensure the administrative management of the School District during the Superintendent's absence. Superintendent shall also notify the President of the Board or, in the President's absence, the Vice-President of Board, of Superintendent's intention to take vacation days. While the Board encourages the Superintendent to take the vacation days authorized hereunder, the Superintendent may, at his option in each District school calendar year, elect to sell back to the District up to ten (10) of the Superintendent's earned vacation days, at the Superintendent's established daily rate of pay, which amount shall be paid to the Superintendent in addition to the Superintendent's established salary for such paid vacation days sold back and not otherwise used by the Superintendent. The Superintendent is hereby granted the same personal leave benefits as authorized by Board Policy DEC (legal) and (local), and/or such other Board policy or policies as may be adopted by the Board from time to time.

5.4 **District Benefits.** The District shall pay all premiums to enroll and maintain the Superintendent in the same District health insurance plan, including medical, dental and vision plans offered by the District to all employees. The Superintendent shall be entitled to all other benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. The Board reserves the right, however, to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase District benefits, at the Board's sole discretion.

5.5 **Cell Phone.** The Superintendent shall use a District-issued cell phone for business purposes only, which said cell phone shall be covered by the District's current cellular phone plan.

5.6 **Vehicle.** The Superintendent shall be designated a District vehicle that he can use at his discretion, including for business-related travel.

- 5.7 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs.
- 5.8 **Membership in Professional/Service Organizations.** The District shall pay 100% of the District's and/or Superintendent's membership charges to the following organizations:
- Texas Association of School Administrators (TASA);
 - American Association of School Administrators;
 - Texas Association of Latino School Administrators and Superintendents (TALAS); and
 - Other professional dues and/or service club/organization dues/fees as the Superintendent deems necessary to maintain and improve his professional skills and/or benefit the District, as permitted by law and approved by the Board in the budget not to exceed five hundred dollars (\$500.00) per school year.
- 5.9 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable and necessary expenses approved by the Board and incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, in accordance with Board policy, as permitted by State law and as approved by the Board in the annual budget. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside 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 the business of the District. The Superintendent shall cooperate with District auditors so that the auditors can perform a complete audit of the Superintendent's expenses on a yearly basis, or as otherwise directed by the Board, and report the audit results to the Board.
- 5.10 **Professional Liability/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, matters involving the termination or nonrenewal of the Superintendent's employment, any matters involving criminal charges and/or criminal litigation against the Superintendent, 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. In no event shall individual

Board members be considered personally liable for defending the Superintendent against any claims. 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 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 shall survive the termination of this Contract, and the Superintendent agrees to fully cooperate with the District and its authorized representatives in the handling and defense of such Claims, both during and after the Superintendent's term of employment with the District, as may be required by the District.

All other terms and obligations created by this Contract notwithstanding, the District shall not be required, in any event, to defend, hold harmless and/or pay any costs associated with any proceeding where the Superintendent and the District and/or the Board are named as adversarial parties in such Claims or where the alleged conduct or action of the Superintendent is outside the course and scope of his employment with the District, provided that neither the District, the Board, Board member nor District representative joins the proceeding as a named adverse party in order to avoid providing a defense to the Superintendent.

VI. Annual Performance Goals & Review of Performance

- 6.1 **Development of Goals.** The Superintendent shall, by October 1, of each year of this Contract, submit for the Board's consideration and adoption a preliminary list of goals for the District. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet annually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.
- 6.2 **Review of Performance.** The Board shall provide a written evaluation and assessment of the performance of the Superintendent at least once per year of this contract. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and annual goals for the District.
- 6.3 **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 and with input of the Superintendent. Nothing herein shall prohibit the Board of the Superintendent from sharing the contents of the Superintendent's evaluation with their respective legal counsel.

- 6.4 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provision of Article IV and Article VI of this Contract, the Board policies, and state and federal law. In the event that the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, 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.

VII. Professional Growth and Outside Activities.

- 7.1 **Professional Growth and Outside Activities.** The Superintendent shall devote his full-time attention and energy to the administration and supervision of the District. However, within the established, applicable budget, the Board shall allow the continuing professional growth of the Superintendent through his attendance at local, state and national school administrator and/or school board associations; local, state and national conferences, seminars and/or courses offered by public or private institutions, commissions or committees related to education; and informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent in the performance of his professional responsibilities for the District.

The Board shall permit a reasonable amount of release time for the Superintendent to attend such functions; and the District shall pay for the reasonable and necessary fees for travel and subsistence expenses, in accordance with the District's Travel Reimbursement Settlement Allowances and Procedures in place and as may be amended from time to time.

VIII. Residency

- 8.1 **Residency.** The Superintendent shall establish his residency within the geographical boundaries of Webb Consolidated Independent School District and shall reside within these geographical boundaries at all times during his employment with the District.

IX. Suspension

- 9.1 **Suspension.** In accordance with Chapter 21 of the Texas Education Code, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

X. Extension or Nonrenewal

- 10.1 **Extension/Nonrenewal.** Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

XI. Termination of Employment Contract

- 11.1 **Mutual Agreement.** This Contract shall 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.
- 11.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 11.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:
- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
 - b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
 - c. Insubordination or failure to comply with lawful written Board directives;
 - d. Failure to comply with written Board Policies or District administrative regulations.;
 - e. Neglect of duties;
 - f. Drunkenness or excessive use of alcoholic beverages.
 - g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - h. Conviction of a felony or crime involving moral turpitude;
 - i. Failure to meet the District's standards of professional conduct;
 - j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
 - k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
 - l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the district. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
 - m. Assault on an employee or student;
 - n. Knowingly falsifying records or documents related to the District's activities;
 - o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
 - p. Failure to fulfill requirements for superintendent certification;
 - q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
 - r. Any other reason constituting "good cause" as defined by Section 21.211 and 21.212 of the Texas Education Code.

- 11.4 **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.
- 11.5 **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.

XII. General Provisions.

- 12.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Webb County, Texas, unless otherwise provided by law.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 12.6 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 12.7 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

12.8 **Multiple Originals.** This Agreement is executed in two originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

XIII. Notices

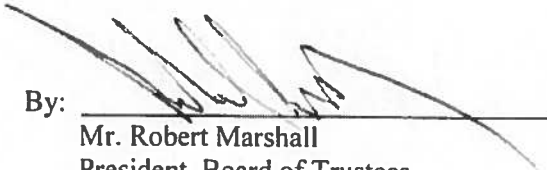
13.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's Human Resources Department and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, express delivery service, and/or electronic mail to the Superintendent's address of record.

13.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, and/or electronic mail, to the Board President's address of record, as provided to the District.

I have read this Contract, prepared in duplicate originals, and agree to abide by its terms and conditions:

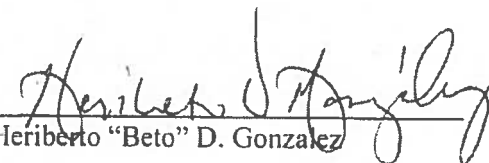
WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

Date accepted and executed: 5/31/16

By: 
Mr. Robert Marshall
President, Board of Trustees

Date offered and executed: 5/31/16

SUPERINTENDENT:

By: 
Mr. Heriberto "Beto" D. Gonzalez

**Texas Administrative Code
Chapter 109 Disclosures
Disclosure 2**

**Reimbursements Received by Superintendent and Board Members
For the Year Ended August 31, 2015**

Summary schedule for the fiscal year (12-month period) of total reimbursements received by the Superintendent and each board member. The summary schedule reports reimbursements for meals, lodging, transportation, motor fuel, and other items separately. It does not include reimbursements for supplies and materials that were purchased for the operation of the school district).

**Reimbursements Received by Superintendent and Board Members for Fiscal Year 2015
For the Twelve -month Period Ended August 31, 2015**

Descriptions of Reimbursements	Meals	Lodging	Transportation	Motor Fuel	Registration	Total
Superintendent						
Severita Sanchez	\$104.08	\$1,263.20			\$625.00	\$1,992.28
Board Members						
Amy Marshall		255.06			350.00	605.06
Robert Marshall		255.06			350.00	605.06
Julie Cantu						
Rebecca Cantu						
Adriana Rivera		206.10	350.34		350.00	906.44
Santiago Salinas		905.20	195.05			1,100.25
Dino Smith						
	\$104.08	\$2,884.62	\$545.39		\$1,675.00	\$5,209.09

Note - The spirit of the rule is to capture all "reimbursements" for the fiscal year 2015, regardless of the manner of payments, including direct pay, cash and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off the school district’s premises.

Lodging – Hotels charges.

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

Motor Fuel – Gasoline.

Other—Registration fees, telephone/cell phone, internet services, fax machine and other reimbursements to the Superintendent and board members not defined above.

**Texas Administrative Code
Chapter 109 Disclosures
Disclosure 3**

Reportable Superintendent's Compensation

Summary schedule for the fiscal year 2015 of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services. The schedule shall separately report the amount received from each entity.

No Amounts Reported

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.

**Texas Administrative Code
Chapter 109 Disclosures
Disclosure 4**

Reportable Gifts

A summary schedule for the fiscal year of the dollar amount of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year. This reporting requirement only applies to gifts received by the executive officers and board members (and their immediate family as described by Government Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity or affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matters related to attendance at education-related conferences and seminars whose primary purpose is to provide continuing education (this exclusion does not apply to trips for entertainment related purposes or pleasure trips). This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had an aggregate economic value of less than \$250 per executive officer or board member.

No Amounts Reported

**Texas Administrative Code
Chapter 109 Disclosures
Disclosure 5**

Business Transactions with District

A summary schedule for the fiscal year 2015 of the dollar amount received by board members for the aggregate amount of business transactions with the school district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

No Amounts Reported

Texas Administrative Code
TEC 39.0822 Disclosures
Disclosure 6

Financial Solvency

Latest Financial Solvency – School District
Survey 2015-2016

As of September 1, 2014, the Financial Solvency School

