



# Financial Integrity Rating System of Texas

Midland ISD  
Annual Financial Management Report  
2017-2018  
(Based on Fiscal Year 2016-2017 Data)

## **Introduction**

Passed during the 77th regular session of the Texas Legislature (2001), Senate Bill 218 requires each Texas school district to prepare an annual financial accountability report on the District's Schools FIRST (Financial Accountability Rating System of Texas) rating. Many business-related issues are covered in this report and the District must hold a public meeting to discuss the report.

Since its inception, the FIRST rating has been modified several times to reflect changes in legislation and serve as a better measurement of a district's financial position. The rating system has been reduced from an original 22 indicators to currently 15 indicators. Other changes included measurements based on student performance have been removed to focus strictly on financial matters. In addition, six disclosures are now required along with the report; 1) the Superintendent's employment contract, 2) reimbursements received by the Superintendent and Board members, 3) outside compensation and/or fees received by the Superintendent for professional consulting and/or other personal services, 4) gifts received by the executive officer(s) and Board members (and first degree relatives, if any), 5) business transactions between the school district and Board members.

The District's Schools FIRST rating is based upon budgetary and actual financial data along with an analysis of staff and student data reported for the 2016-2017 fiscal year. This information is submitted through the District's annual PEIMS (Public Education Information Management System) submissions. TEA issued the preliminary financial accountability ratings for the 2016-2017 fiscal year in August 2017. The District's rating of "Passed" with an "A = Superior" is included in this report.

The financial accountability rating of the District is based on its overall performance on certain financial measurements, ratios, and other indicators established by the Commissioner of Education with the financial accountability rating worksheet. This worksheet was developed by representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC), the Comptroller's office and the Texas Association of School Business Officials (TASBO). The worksheet consists of 15 indicators, each weighted with numeric values with the exception of the Critical Indicators. A "No" response to one of the Critical Indicators 1-5 will automatically result in a rating of Substandard Achievement, giving these five indicators high importance.

Included in this report is the Rating Report received from TEA used in determining the District's score, an explanation of each of the Indicators, and the required disclosures.

## **Scoring System (sum of indicators 6 -15)**

**A = Superior (Score range of 90 – 100)**

**B = Above Standard (Score range of 80 – 89)**

**C = Meets Standard (Score range of 60 – 79)**

**F = Substandard Achievement (Score below 60 or “No” response to indicators 1,3,4,5, or 2.A regardless of points earned)**

## **Financial Management Report**

Every school district is required to prepare a Financial Management report, present the report at a public hearing, and distribute the report to the district’s parents present at the meeting. The Financial Management Report must include:

- Schools Financial Integrity Rating System of Texas (FIRST) Report
- Disclosures
  - Copy of Superintendent’s current Employment Contract
  - Summary schedule of all reimbursements received by the Superintendent and each Board Member for the 2016-2017 fiscal year. This summary should include all travel expenses by category, such as lodging, meals, registration, etc.
  - Summary schedule of the dollar amount of compensation and/or fees received by the Superintendent from another district or other outside entity for professional consulting and/or personal services during the 2016-2017 fiscal year.
  - Summary schedule of the total dollar amount of gifts [with an economic value of \$250 or more in the aggregate] received by the Superintendent and each Board Member during the 2016-2017 fiscal year. This requirement also includes the immediate family of the Superintendent and each Board Member.
  - Summary schedule of the dollar amount by Board Member for the aggregate amount of business transactions with the school district.



**Midland Independent School District  
Financial Integrity Rating System of Texas  
Based on Data From Fiscal Year End August 31, 2017**

#	Indicator Description	2017-2018		2016-2017	
		Yes/No	Score	Yes/No	Score
1	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?	Yes	N/A	Yes	N/A
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.	Yes	N/A	Yes	N/A
2.A	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.)	Yes	N/A	Yes	N/A
2.B	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.)	Yes	N/A	Yes	N/A
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 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.)	Yes	N/A	Yes	N/A
4	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?	Yes	N/A	Yes	N/A
5	Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)	Yes	N/A	Yes	N/A
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)? (See ranges below.)		6		4
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)		8		8
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 7 percent or more, then the school district passes this indicator.) (See ranges below.)		8		10
9	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?		10		0
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)		10		0
11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)		10		10
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.)		10		10
13	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?		10		10
14	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.)		10		10
15	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?		10		10
<b>TOTAL SCORE 2017-2018 Total Possible = 100</b>			<b>92</b>	<b>72</b>	

## Summary

Midland ISD received a score of 92 out of a possible score of 100 in 2017-2018. The passing score is 60 points. Our rating for the 2017-2018 fiscal year is **A – Superior**.

The Schools FIRST rating is a district-wide financial report card. The Board of Trustees and staff have contributed to the financial success of the district by developing and adopting budgets that focus on student achievement and instruction. Fiscal accountability is ensured through efficiencies in purchasing, staffing, cash management, and PEIMS data integrity.

# **Additional Reporting Requirements**

**Gifts Received by the Executive Officer(s) and Board Members (and First Degree relatives, if any)**

For the Twelve-Month Period Ending August 31, 2017

Orlando Riddick	Rod Schroder	Tommy Bishop	Rick Davis	James Fuller	John Kennedy	Robert Marquez	Bryan Murry	Karen Nicholson
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period Ending August 31, 2017

Orlando Riddick	Rod Schroder	Tommy Bishop	Rick Davis	James Fuller	John Kennedy	Robert Marquez	Bryan Murry	Karen Nicholson
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Outside Compensation and/or Fees Received by the Superintendent  
For Professional Consulting and/or Other Personal Services**

The Superintendent did not receive payment for consulting or other personal services in 2016-2017.

## Superintendent / Board Travel

For the Period Ending June 30, 2017

	Meals	Lodging	Transportation	Mileage/Fuel	Membership/ Registration	Other	Total
Rod Schroder	104.56	1602.08	2776.47	2047.34	39.00	7568.56	\$14,138.01
Orlando Riddick	269.48	676.12	1025.51	1388.19	0.00	3133.50	\$ 6,492.80
Tommy Bishop	315.18	822.60	33.00	0.00	0.00	28.00	\$ 1,198.78
Rick Davis	190.82	0.00	333.96	0.00	0.00	0.00	\$ 524.78
James Fuller	477.36	1423.84	837.18	54.95	900.00	276.00	\$ 3,969.33
John Kennedy	104.59	105.93	0.00	405.96	0.00	0.00	\$ 616.48
Robert Marquez	216.13	1485.56	0.00	405.96	0.00	0.00	\$ 2,107.65
Bryan Murry	104.59	105.93	0.00	530.30	0.00	0.00	\$ 740.82
Karen Nicholson	191.48	578.30	0.00	0.00	375.00	0.00	\$ 1,144.78
Total	\$1,974.19	\$ 6,800.36	\$ 5,006.12	\$ 4,832.70	\$ 1,314.00	\$11,006.06	\$30,933.43



# **Required Disclosures**



Midland Independent School District

615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Mr. Orlando Riddick  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2016-2017 fiscal year.

**GIFTS**

Please list any and all gifts received, as best you can recall, during the period beginning September 1, 2016 to August 31, 2017. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
N/A	_____	\$ 0

**OUTSIDE COMPENSATION**

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
N/A	_____	\$ 0

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature:

Please attach sheet if additional space is needed.



Midland Independent School District

614 West Missouri  
Midland, Texas 79701-5092  
409.689.1600

Date: September 7, 2017  
To: Mr. Rod Schroder  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2016-2017 fiscal year.

**GIFTS**

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

**OUTSIDE COMPENSATION**

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning September 1, 2016 to August 31, 2017

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: Rod Schroder

Please attach sheet if additional space is needed.



615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Tommy Bishop  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

**GIFTS**

Please list any and all gifts received, as best you can recall, during the period beginning September 1, 2016 to August 31, 2017. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

**BUSINESS TRANSACTIONS**

Please list any business transactions between you and the District that occurred during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: Tommy Bishop

*Please attach sheet if additional space is needed.*



615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Rick Davis  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

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Approx. Date                      Item                                      Approx. Cost or \$\$\$ Value

\_\_\_\_\_                        N/A                                        \$ \_\_\_\_\_

**BUSINESS TRANSACTIONS**

Please list any business transactions between you and the District that occurred during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date                      Item                                      Approx. Cost or \$\$\$ Value

\_\_\_\_\_                        N/A                                        \$ \_\_\_\_\_

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature:   Rick O. Davis, Jr.  

*Please attach sheet if additional space is needed.*



615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: James Fuller  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

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Approx. Date                      Item                                      Approx. Cost or \$\$\$ Value

\_\_\_\_\_                                      \_\_\_\_\_                                      \$ NA

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Approx. Date                      Item                                      Approx. Cost or \$\$\$ Value

\_\_\_\_\_                                      \_\_\_\_\_                                      \$ NA

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: 

*Please attach sheet if additional space is needed.*



615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: John Kennedy  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ _____

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ _____

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: 

Please attach sheet if additional space is needed.



Midland Independent School District

615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Robert Marquez  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>NA</u>	\$ _____

**BUSINESS TRANSACTIONS**

Please list any business transactions between you and the District that occurred during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>NA</u>	\$ _____

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: 

*Please attach sheet if additional space is needed.*





615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Bryan Murry  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

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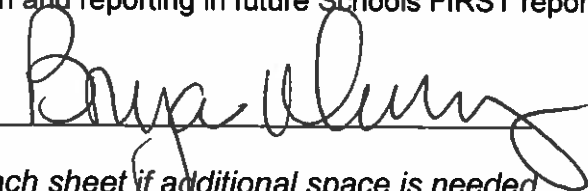
Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

**BUSINESS TRANSACTIONS**

Please list any business transactions between you and the District that occurred during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature:   
*Please attach sheet if additional space is needed.*



615 West Missouri  
Midland, Texas 79701-5092  
432.689.1000

Date: September 7, 2017  
To: Karen Nicholson  
From: Darla Moss, Chief Financial Officer  
Subject: Required Disclosures for the Schools FIRST Report

There are two required disclosures for the Schools FIRST Report related to (1) gifts to Board Members and Executive Officers and (2) business transactions between the District and Board Members during the year under review. The year under review is the 2016-2017 fiscal year covering September 1, 2016 to August 31, 2017.

**GIFTS**

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ _____

**BUSINESS TRANSACTIONS**

Please list any business transactions between you and the District that occurred during the period beginning September 1, 2016 to August 31, 2017.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ _____

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Darla Moss, Chief Financial Officer for tabulation and reporting in future Schools FIRST reports.

Signature: Karen Nicholson

*Please attach sheet if additional space is needed.*

This reporting requirement only applies to gifts received by the school district's 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.

# **Superintendent Contract**

STATE OF TEXAS §

COUNTY OF MIDLAND §

### SUPERINTENDENT'S CONTRACT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Midland Independent School District (the "District") and Orlando Riddick (the "Superintendent").

The Board and the Superintendent, for and in consideration of the terms stated in this contract, do hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2018 and ending June 30, 2021. The Board and the Superintendent (the "Parties") shall extend the term of this Contract after the 2018-2019 school year for an additional school year, if the Superintendent receives a satisfactory rating from the Board in his annual evaluation. If the Board does not evaluate the Superintendent's performance by the end of the 2018-2019 school year, then the term of this Contract shall automatically be extended. The additional school year would make the new contract term be July 1, 2019 to June 30, 2022. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the date of termination of the Contract to a term permitted by State law.
2. **Certification.** 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 is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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 will 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 three calendar days of the event.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested 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.

4. **Employment.**

4.1 **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:

(a) **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the 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 assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

(b) **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 lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.2 **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.

4.3 **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.

5. **Compensation.** The District shall compensate the Superintendent as follows:

5.1 An annual salary of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).

5.2 At any time during the term of this Agreement, 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 5.1 of this Contract, except as provided otherwise hereafter in subsections (a) and (b).

- (a) If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, 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) 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.
- 5.3 The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, hotels and accommodations, meals, rental cars, 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 policy.
- 5.4 The District shall pay the same premiums for health insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for all its administrative employees.
- 5.5 The District shall provide all other benefits to the Superintendent as provided by state law and Board policies, including participation in any matching annuity program, if any. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.6 The District shall provide the Superintendent with an automobile allowance for in-district travel in the sum of Six Hundred and No/100 Dollars (\$600.00) per month.
- 5.7 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 may carry over unused vacation days to the succeeding year according to district policy. 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.
- 5.8 The District shall permit a reasonable amount of release time for the Superintendent to attend seminars 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, funds to be used for registration, travel, meals, lodging, and other related expenses for seminars or meetings. The District shall pay the Superintendent's membership dues for up to four professional organizations, in order to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

- 5.9 The Superintendent is encouraged to participate in community and civic affairs. The reasonable expenses of such activities shall be paid by the District, subject to Board review.
- 5.10 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. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 5.11 The District shall provide the Superintendent with a cell phone allowance in the sum of One Hundred and No/100 Dollars (\$100.00) per month.
- 5.12 During the Superintendent's employment with the District, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and healthcare parts of such member contributions. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "credible compensation" by the District for purposes of TRS, to the extent permitted by TRS.

6. **Development of Annual Performance Goals.** On or before the first instructional day of each school year during the term hereof, the Superintendent and the Board shall meet for the purpose of reviewing the Board goals outlined in AE(LOCAL) and AE(EXHIBIT), ("Board Goals"). Board Goals 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 Board Goals.

7. **Review of Performance.**

7.1 **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 Board Goals.



**7.2 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.

**7.3 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with 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.

8. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's prior written consent.
9. **Extension and Nonrenewal of Contract.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.
10. **Termination of Employment Contract.**

**10.1 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.

**10.2 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

**10.3 Termination for Good Cause.** The Board may terminate 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.

10.4 **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.

## 11. **General provisions.**

- 11.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 11.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 11.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 11.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district' administration building is located.

- 11.5 **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.
- 11.6 **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.
- 11.7 **Professional Liability.** The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall continue for a period of no more than four (4) years after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any proceedings. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. This Section 11.7 shall survive termination of this Contract.

12. **Notices.**

- 12.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office 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, or express delivery service to the Superintendent's address of record.

- 12.2 **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 and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

The rest of this page was intentionally left blank.

The Parties have read this Contract and each Party agrees to abide by its terms and conditions:



Superintendent

Date signed: 8/16/2018

Midland Independent School District

By:   
President, Board of Trustees

Date signed: 8-27-18

For more information, please contact:

Darla Moss

Chief Financial Officer

Midland Independent School District

# Financial Integrity Rating System of Texas (FIRST)

Annual Financial Management Report  
Public Hearing  
September 10, 2018

## **Schools FIRST Financial Integrity Rating System of Texas**

- Developed in 1999 by the Texas Education Agency in response to Senate Bill 875 of the 76th Legislature
- Goal is to achieve quality performance in the management of district's financial resources
- District is rated according to indicators developed by the Commissioner of Education
- Information is tied to submission of audit data and PEIMS



## Scoring System (sum of indicators 6 -15)

A = Superior

Score range of 90 – 100

B = Above Standard

Score range of 80 – 89

C = Meets Standard

Score range of 60 – 79

F = Substandard Achievement

Score below 60 or “No” response to indicators 1,3,4,5, or 2.A regardless of points earned

# Ratings Worksheet

## **15 Indicators addressing such areas as:**

Financial Audit and Governance Disclosures

Debt Management

Administrative Costs

Cash and Investments

Student Enrollment

Students to Staff Ratio

Fund Balance

## Indicator 1

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?

Due date 02/28/2018

Date Received by TEA 01/19/2018

Result: Passed

## Indicator 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. Was there an unmodified opinion in the AFR on the financial statements as a whole?

2.B. 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.

Result: Passed

## Indicator 3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

Result: Passed

## Indicator 4

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?

Result: Passed

## Indicator 5

Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)

2016-2017 Total Membership	24,642
2010-2011 Total Membership	23,249
Threshold for Five-Year Percent Change in Students	0.07
Total Unrestricted Net Position Balance	(1,209,555)
Net Pension Liability	54,623,985

$-0.0599 \geq 0.07$  Or  $53,414,430 > 0$

Result: Passed

## Indicator 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)? (See ranges below.)

Cash and Equivalents	13,183,693
Current Investments	24,992,846
Total Expenditures	228,770,974
Facilities Acquisition and Construction	0

Calculation = 60.91

10	8	6	4	2	0
$\geq 90$	$< 90 \geq 75$	$< 74 \geq 60$	$< 60 \geq 45$	$< 45 \geq 30$	$< 30$

Result: 6 points



## Indicator 7

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)

Current Assets                      59,401,564  
 Current Liabilities                22,316,764

Mathematical Breakdown: 2.6617

10	8	6	4	2	0
$\geq 3.00$	$< 3.00 \geq 2.50$	$< 2.50 \geq 2.00$	$< 2.00 \geq 1.50$	$< 1.50 \geq 1.00$	$< 1.00$

Result: 8 points

## Indicator 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 7 percent or more, then the school district passes this indicator.) (See ranges below.)

Long Term Liabilities	232,753,460	2017 Total Students	24,642
Total Assets	372,133,466	2013 Total Students	23,249

Threshold for Five-Year Percent Change in Students

Mathematical Breakdown:  $0.6255 \leq 1$  Or  $0.0599 \geq 0.07$

10	8	6	4	2	0
$\leq 0.60$	$>0.60 \leq 0.70$	$>0.70 \leq 0.80$	$>0.80 \leq 0.90$	$>0.90 \leq 1.00$	$>1.00$

Result: 8 points

## Indicator 9

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?

Total Revenue	231,142,108
Total Expenditures	228,770,974
Facilities Acquisition and Construction	0
Cash and Equivalents	13,183,693
Current Investments	24,992,846
Total Expenditures	228,770,974
Facilities Acquisition and Construction	0
Acceptable Days Cash on Hand	60

Mathematical Breakdown:  $0.0104 \geq 0$  Or  $60.91 \geq 60$

Result: 10 points

## Indicator 10

Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)

Total Revenues	246,281,363
Total Expenditures	245,857,069
Debt Service	17,086,095
Fund Code 599	4,190,831
Function Code 81	0
Debt Service Functions (71,72,73)	17,086,095

Mathematical Breakdown: 1.2701

10	8	6	4	2	0
$\geq 1.20$	$< 1.20 \geq 1.15$	$< 1.15 \geq 1.10$	$< 1.10 \geq 1.05$	$< 1.05 \geq 1.00$	$< 1.00$

Result: 10 points

# Indicator 11

Was the school district’s administrative cost ratio equal to or less than the threshold ratio?

District Administrative Cost Ratio            0.0569  
 ADA    22,923.43

ADA Size	10	8	6	4	2	0
10,000 and Above	$\leq 0.0855$	$> 0.0855 \leq 0.1105$	$> 0.1105 \leq 0.1355$	$> 0.1355 \leq 0.1605$	$> 0.1605 \leq 0.1855$	$> 0.1855$
5,000 to 9,999	$\leq 0.1000$	$> 0.1000 \leq 0.1250$	$> 0.1250 \leq 0.1500$	$> 0.1500 \leq 0.1750$	$> 0.1750 \leq 0.2000$	$> 0.2000$
1,000 to 4,999	$\leq 0.1151$	$> 0.1151 \leq 0.1401$	$> 0.1401 \leq 0.1651$	$> 0.1651 \leq 0.1901$	$> 0.1901 \leq 0.2151$	$> 0.2151$
500 to 999	$\leq 0.1311$	$> 0.1311 \leq 0.1561$	$> 0.1561 \leq 0.1811$	$> 0.1811 \leq 0.2061$	$> 0.2061 \leq 0.2311$	$> 0.2311$
Less than 500	$\leq 0.2404$	$> 0.2404 \leq 0.2654$	$> 0.2654 \leq 0.2904$	$> 0.2904 \leq 0.3154$	$> 0.3154 \leq 0.3404$	$> 0.3404$
Sparse	$\leq 0.3364$	$> 0.3364 \leq 0.3614$	$> 0.3614 \leq 0.3864$	$> 0.3864 \leq 0.4114$	$> 0.4114 \leq 0.4364$	$> 0.4364$

Result: 10 points

## Indicator 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.)

2016-2017 Total Enrollment 24,692  
 2016-2017 Number of FTE Staff 2,885

2014-2015 Total Enrollment 24,369  
 2014-2015 Number of FTE Staff 2,857

Threshold for Three-Year Percent Change in Ratio -0.15

2016-2017 Total Enrollment 24,692  
 2014-2015 Total Enrollment 24,369

Mathematical Breakdown:  $0.0036 > -.015$  Or  $323 > 0$

10	0
Yes	No

Result: 10 points

## Indicator 13

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?

Sum of Differences \$61,876

Expenditures \$228,714,576

Mathematical Breakdown:  $0.0003 < 0.03$

10	0
< 3%	>= 3%

Result: 10 points

## Indicator 14

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.)

Yes

10	0
Yes	No

Result: 10 points



## Indicator 15

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?

Yes

10	0
Yes	No

Result: 10 points

## Midland ISD FIRST results for 2017

Total Possible Points 100

Midland ISD 92

Rating: *A - Superior*

## Additional Reporting Requirements & Disclosures

### **Outside Compensation Received by Superintendent**

The Superintendent did not receive payment for consulting or other personal services during 2016-17.

### **Superintendent / Board Gifts**

The Superintendent and board members did not receive any gifts with an economic value of \$250 or more.

# Additional Reporting Requirements

## Superintendent / Board Travel

Midland Independent School District

For the Period Ending June 30, 2017



	Meals	Lodging	Transportation	Mileage/Fuel	Membership/ Registration	Other	Total
Rod Schroder	104.56	1602.08	2776.47	2047.34	39.00	7568.56	\$14,138.01
Orlando Riddick	269.48	676.12	1025.51	1388.19	0.00	3133.50	\$ 6,492.80
Tommy Bishop	315.18	822.60	33.00	0.00	0.00	28.00	\$ 1,198.78
Rick Davis	190.82	0.00	333.96	0.00	0.00	0.00	\$ 524.78
James Fuller	477.36	1423.84	837.18	54.95	900.00	276.00	\$ 3,969.33
John Kennedy	104.59	105.93	0.00	405.96	0.00	0.00	\$ 616.48
Robert Marquez	216.13	1485.56	0.00	405.96	0.00	0.00	\$ 2,107.65
Bryan Murry	104.59	105.93	0.00	530.30	0.00	0.00	\$ 740.82
Karen Nicholson	191.48	578.30	0.00	0.00	375.00	0.00	\$ 1,144.78
Total	\$1,974.19	\$ 6,800.36	\$ 5,006.12	\$ 4,832.70	\$ 1,314.00	\$11,006.06	\$30,933.43

## Business Transactions Between School District and Board Members

For the Twelve-Month Period Ending June 30, 2017

Rod Schroder	Orlando Riddick	Tommy Bi	Rick Davis	James Fuller	John Kennedy	Robert Marquez	Bryan Murry	Karen Nicholson
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## Additional Reporting Requirements

A copy of the Superintendent's contract is available online on the Midland ISD Website

<http://www.midlandisd.net/>

(Visit the Financial Services Department's webpage under Departments.)  
Departments/Financial Services/Financial Transparency/FIRST Reports

# Financial Integrity Rating System of Texas Public Hearing