

User: Jeffery Sanders
 User Role: District

RATING YEAR DISTRICT NUMBER

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Financial Integrity Rating System of Texas

2018-2019 RATINGS BASED ON SCHOOL YEAR 2017-2018 DATA - DISTRICT STATUS DETAIL

Name: BLUM ISD(109913)		Publication Level 1: 8/7/2019 3:33:27 PM	
Status: Passed		Publication Level 2: 8/8/2019 2:06:12 PM	
Rating: A = Superior		Last Updated: 8/8/2019 2:06:12 PM	
District Score: 100		Passing Score: 60	
#	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>	8/5/2019 11:37:47 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>	8/5/2019 11:37:48 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>	8/5/2019 11:37:48 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>	8/5/2019 11:37:48 PM	Yes
4			Yes

	<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>	8/5/2019 11:37:48 PM	
5	This indicator is not being scored.		
			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>	8/5/2019 11:37:49 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>	8/5/2019 11:37:49 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 7 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	8/5/2019 11:37:50 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>	8/5/2019 11:37:50 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	8/5/2019 11:37:51 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	8/5/2019 11:37:51 PM	10
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>	8/5/2019 11:37:52 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>	8/5/2019 11:37:53 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>	8/5/2019 11:37:53 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>	8/5/2019 11:37:53 PM	10
			100 Weighted Sum

	1 Multiplier Sum
	100 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 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)								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">A = Superior</td> <td style="text-align: right;">90-100</td> </tr> <tr> <td>B = Above Standard</td> <td style="text-align: right;">80-89</td> </tr> <tr> <td>C = Meets Standard</td> <td style="text-align: right;">60-79</td> </tr> <tr> <td>F = Substandard Achievement</td> <td style="text-align: right;"><60</td> </tr> </table>	A = Superior	90-100	B = Above Standard	80-89	C = Meets Standard	60-79	F = Substandard Achievement	<60
A = Superior	90-100								
B = Above Standard	80-89								
C = Meets Standard	60-79								
F = Substandard Achievement	<60								
<p>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</p>									

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FIRST 5.7.1.0



DISCLOSURES

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2018

For the Twelve-month Period Ended June 30, or August 31, 2018								
Description of Reimbursements	Jeff Sanders	Richard McPherson	Jonathan Arrington	Steve Gant	James Koonsman	Elsa Scott	Denver Vardeman	Joe Maxwell
Meals	\$274.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lodging	\$1458.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transportation	\$0	\$	\$0	\$0	\$0	\$0	\$0	\$0
Motor Fuel	\$0	\$	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$1200.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,932.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2018, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



DISCLOSURES

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2018

For the Twelve-Month Period Ended June 30, or August 31, 2018	
Name(s) of Entity(ies)	
	\$0
Total	\$0

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.



DISCLOSURES

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2018

For the Twelve-Month Period Ended June 30, or August 31, 2018								
	Jeff Sanders	Richard McPherson	Jonathan Arrington	Steve Gant	James Koonsman	Elsa Scott	Denver Vardeman	Joe Maxwell
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



DISCLOSURES

5. Business Transactions Between School District and Board Members for Fiscal Year 2018

For the Twelve-Month Period Ended June 30, or August 31, 2018	Richard McPherson	Jonathan Arrington	Steve Gant	James Koonsman	Elsa Scott	Denver Vardeman	Joe Maxwell
Summary Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$2,554.00

Note - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.



DISCLOSURES

6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

THE STATE OF TEXAS <
< KNOW ALL MEN BY THESE PRESENTS
THE COUNTY OF HILL <

THIS AGREEMENT is made and entered into this the 21st day of January, 2019, by and between the Board of Trustees (the "Board") of the Blum Independent School District (the "District") and Jeff Sanders (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

- 1.1 The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on July 1, 2019, and ending on June 30, 2022. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
- 1.2 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

- 2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

- 2.2 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.3 Board Meetings. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract of the Superintendent's salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.
- 2.4 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriated action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

III. Compensation

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of *Eighty Eight Thousand* Dollars (\$88,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, at its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

IV Benefits

Expense Benefit. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the Continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the costs incurred by the Superintendent for travel; such costs may include, but are not limited to, mileage, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policies

Cellular Telephone and Internet Allowance. The District shall pay the Superintendent a cellular telephone allowance of (\$125.00) per month.

Medical Insurance and TRS. The District shall pay the premiums for hospitalization, major medical, dental and vision insurance coverage for the Superintendent and his family pursuant to the District's group health care plans. The District will reimburse the Superintendent for any and all contributions into the TRS system.

Life Insurance. The District shall pay the premiums of a life insurance policy of the Superintendent's choice not to exceed (\$3000.00) annually.

V. Annual Performance Goals

- 4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

VI. Review of Performance

- 5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the in the Superintendent's job description.
- 5.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board of the Superintendent from sharing the contents of the Superintendent's evaluation with their respective legal counsel.
- 5.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

VII. Renewal or Nonrenewal of Employment Contract

- 6.1 Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

VIII. Termination of Employment Contract

- 7.1 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.

- 7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent..
- 7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this contract for good cause.
- 7.4 Termination Procedure. In the event that the Board terminates this Contract for “good cause,” the Superintendent shall be afforded all the rights as set forth in the Board’s policies, and state and federal law.

VIII. Miscellaneous

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hill County, Texas unless otherwise provided by law.
- 8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.
- 8.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of the Employment Contract and the provisions of the Board’s policies, or any permissive state or federal law, then, unless prohibited by law, the terms of this Contract shall take precedence over the contrary provision of the Board’s policies or any such permissive law during the term of the Contract.
- 8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.
- 8.5 Acceptance. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 1st day of April, 2017.

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

Superintendent: Jeff Sauer

Date signed: 2-12-19

Blum Independent School District

By: [Signature]
President, Board of Trustees

Date signed: 1-21-2019