

Lago Vista Independent School District



2008-2009 Report

September 21, 2009

Lago Vista Independent School District

Schools FIRST Rating Worksheet
For the Fiscal Year Ending August 31, 2008

	FIRST Indicator	How Ratings Are Assessed	Lago Vista ISD Response	State Result/Points
1	Was the total fund balance less reserved fund balance greater than zero in the general fund?	The District must legally have a fund balance to ensure adequate funding for operations. This indicator is designed to ensure that the district has a positive amount of fund balance cash (savings) that is not designated or "reserved" for a specific purpose. In other words, "Does the district have funds set aside for a rainy day?"	The total unreserved fund balance for the period ending August 31, 2008, was \$5,198,715.	YES
2	Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)	This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities. This indicator recognizes that high-growth districts incur large amounts of debt to fund construction.	LVISD growth rate over last 5 years is 13.16%.	YES
3	Were there no disclosures in the annual financial report and/or other sources of information concerning default on bonded indebtedness obligations?	This indicator seeks to make certain that the district has paid bills and obligations on bonds issued to pay for school construction, etc.	Lago Vista ISD has never defaulted on bonded indebtedness.	YES
4	Was the annual financial report filed within one month after January 28th deadline?	This indicator merely states the district's requirement for timely reporting.	The financial report was filed with the Texas Education Agency on 01/08/2008.	YES

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5	Was There An Unqualified Opinion in Annual Financial Report?	A "qualified" report has a modification of the independent auditor's report on the fair presentation of the financial statements indicating that there exists one or more specific exceptions to the auditor's general assertion that the financial statements are fairly presented.	Clean Audit	YES
6	Did the annual financial report not disclose any instance(s) of material weaknesses in internal controls?	An unqualified opinion on the district's annual financial report indicates that the district has no material weaknesses in internal controls. Any internal weaknesses create a risk of the district's not being able to properly account for its use of public funds and should be immediately addressed.	No material weaknesses in internal controls were disclosed.	YES
7	Did the Districts Academic Rating Exceed Academically Unacceptable?	This indicator simply asks whether the district's accreditation status is in good standing.	The district did exceed a academically unacceptable rating.	YES/5
8	Was the Three-Year Average Percent of total tax collections (including delinquent) greater than 98%?	This measures the district's success in collecting the taxes owed to the district by the community's businesses and homeowners, placing a 98 percent minimum collection standard. This includes any delinquent taxes owed from past years.	The district's average tax collection rate for 2006-2008 was 100%.	YES/5

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9	Did the comparisons of PEIMS data to like information in annual financial report result in an aggregate variance of less than 3 percent of expenditures per fund type?	This indicator measures the quality of data reported to PEIMS and in the district's annual financial report to make certain that the data reported in each case is consistent. The information is compared in all fund types. The acceptable variance level is 3.0%.	The PEIMS data correlated directly to the financial statements. No variance.	YES/5
10	Were Debt Related Expenditures (Net Of Facilities Allotment and /or Existing Debt Allotment) < \$250 per student? (If the district's five-year percent change in students = or > 7%, or if property taxes collected per penny of tax effort greater than \$200,000.)	This indicator shows the Legislature's intent for school districts to spend its funds on education, rather than buildings, by limiting the amount of money district's can spend per students. However, the Legislature did allow for fast-growth schools to exceed this limit.	District student enrollment has increased by 13.16% in the last five years.	YES/5
11	Were There No Disclosures In The Annual Audit Report Of Material Noncompliance?	No disclosure of material noncompliance indicates that the school district has complied with all laws, rules and regulations that govern the District.	The independent auditor's report on compliance and internal control did not disclose any instances of material noncompliance.	YES/5
12	Did the district have full accreditation status in relation to financial management practices? (e.g. No master or monitor assigned)	TEA will take control of a district due to financial issues such as fraud or having a negative fund balance.	The District has full accreditation status.	YES/5

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13	Was the percent of operating expenditures expended for instruction more than 65%? (Functions 11, 36, 93, 95). (Phased in over three years, 55% for 2006-2007; 60% for 2007-2008; and 65% for 2008-2009)	This indicator shows the district's ability to focus the majority of its funding so that it directly pays for student instruction. Only items such as salaries of classroom teachers and classroom supplies qualify as "Instruction" expenditures in this calculation. A district earns up to 3 points based on relative performance.	The district's instructional expenditure ratio for 2006-07 was 64.23%	YES/3
14	Was the percent of operating expenditures expended for instruction more than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)	This indicator provides another perspective on your district's ability to focus the majority of its funding so that it directly pays for student instruction. Student instructional costs include expenditure categories in the reporting format followed by the NCES (National Center for Educational Statistics) plus costs reported under functions 12 libraries and media services; function 31, guidance, counseling and evaluation services; and function code 33, medical services. A district earns up to three points under this indicator based upon its relative performance.	The district's instructional expenditure ratio for 2006-07 was 69.37%	YES/3

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	FIRST Indicator	How Ratings Are Assessed	Lago Vista ISD Response	State Result/Points
15	Was The aggregate of Budgeted Expenditures and Other Uses LESS THAN the aggregate of Total Revenues, Other Resources and Fund Balance In General Fund?	This indicator is used to determine if the district overspent its available resources.	This indicator will be considered PASSED if the district adopts a balanced budget.	YES/5
16	If the district's aggregate fund balance in the general fund and capital projects fund was less than zero, were construction projects adequately financed (to avoid creating or adding to the fund balance deficit situation)?	This indicator measures whether the district overspent on school buildings or other capital projects and the district's ability to construct facilities without eroding the district's fund balance	The aggregate fund balance in the general and capital projects fund was \$5,198,715.	YES/5
17	Was the ratio of cash and investments to deferred revenues (excluding amount equal to net delinquent taxes receivables) in the general fund equal or greater than 1:1 (if deferred revenues is less than net delinquent taxes receivable, then the answer is yes)?	This indicator measures whether or not the district has sufficient cash and investments to cover unexpected expenditures and/or reimbursement of state funds. The district should have fund balance monies of its own that are at least equal to those dollars that are due to overpayments to TEA and the district should not be spending "next year's" monies this year.	The ratio of cash and investments to deferred revenue was \$10.48:1.	YES/5
18	Was the administrative cost ratio less than the standard in state law?	TEA and state law sets a limit on the percentage of the budget that Texas school districts can spend on administration, which is based on the size of the district.	The administrative cost ratio standard is 14.01. LVISD had an administrative cost ratio of 9.3%.	YES/5

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19	Was the ratio of students to teachers within the ranges allowed according to district size?	This indicator measures the pupil-teacher ratio to ensure that it is within TEA recommended ranges for districts within specific student population ranges.	The student-teacher ratio standard range for a population of more than 1000 and less than 5000 is 11.5 to 22. The district student teacher ratio is 13.69.	YES/5
20	Was the ratio of students to total staff within the ranges allowed according to district size?	This measures the district's pupil-staff ratio to ensure that it is within TEA-recommended ranges for districts within specific student population ranges.	The student to total staff ratio standard range for a population of more than 1000 and less than 5000 is 6.3 to 14. The district student to total staff is 8.62	YES/5
21	Was the total fund balance in the general fund more than 50% and less than 150% of optimum according to the fund balance and cash flow calculation worksheet in the annual financial report?	The Annual Financial Report worksheet provides an optimum general fund "Fund Balance" for the district. The district should have no less than one-half and no more than one and one-half times this amount in the district's fund balance, including both reserved and unreserved fund balances.	LVISD's fund balance is within limits.	YES/5
22	Was the decrease in undesignated unreserved fund balance less than 20% over two fiscal years? (if 1.5 times optimum fund balance is less than total fund balance in general fund or if total revenues is greater than operating expenditures in the general fund, then answer is yes.)	This indicator determines if the district is "feeding off the fund balance" to pay for salaries or other district operating expenses. This indicator notes rapid decreases in the district's undesignated fund balance (those dollars not designated as a "land fund" or "construction fund").	Fund balance has not decreased over the two-year period.	YES/5

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	FIRST Indicator	How Ratings Are Assessed	Lago Vista ISD Response	State Result/Points
23	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0.00?	This indicates whether the district has cash in the bank and/or investments.	As of August 31, 2008, the district had cash and investments totaling \$5,265,023.	YES/5
24	Were investment earnings in all funds more than \$15 per student?	Is the district using its cash or reserve fund (fund balance) monies wisely? A district earns up to 4 points under this indicator.	The district had investment earnings per child in the amount of \$256.34	YES/4

Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2008

For the Twelve-month Period Ended August 31, 2008								
Description of Reimbursements	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$	\$	\$	\$	\$	\$		\$
Lodging								
Transportation					191.90			
Motor Fuel								
Other								
Total	\$	\$	\$	\$	\$191.90	\$		\$

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2008, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

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

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

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

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For the Fiscal Year Ending August 31, 2008

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2008	
Name(s) of Entity(ies)	
	\$
Total	\$0.00

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.

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For the Fiscal Year Ending August 31, 2008

Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2008								
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Summary Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

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1. Business Transactions Between School District and Board Members for Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2008	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Summary Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

STATE OF TEXAS *
 *
COUNTY OF TRAVIS *

SUPERINTENDENT’S EMPLOYMENT CONTRACT

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Agreement”) is made and entered into by and between the Board of Trustees (the “Board”) of the LAGO VISTA INDEPENDENT SCHOOL DISTRICT (the “District”) and DR. BARBARA QUALLS (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E, Texas Education Code, have agreed, and do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a twelve (12) month basis for the (5) years, beginning July 1, 2007, and ending June 30, 2012.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, and other records required for District personnel files or payroll purposes according to District policy, State Board of Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law, District policy, as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his or her time, skill, labor and attention to performing his or her duties, but may undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent’s professional duties to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of \$115,009.24. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board’s policies.
 - (b) 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 Paragraph 5(a) of this Agreement, except by mutual agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

- (c) The District shall pay the premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health plan provided by the District for its administrative employees.
- (d) The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the board for administrative employees 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 Agreement. 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.
- (e) The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in the pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses, or meetings. The District does hereby agree to provide in the District's budget during the term of this Agreement for the benefit of the Superintendent, a professional development budget per contract year to be used for registration travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as for other memberships

necessary to maintain and improve the Superintendent's professional skills.

- (f) The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.
 - (g) 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 Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual and incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
 - (h) In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall pay up to the sum of Three Thousand and No/100 Dollars (\$3,000.00) as a moving allowance. This moving allowance is paid in lieu of any other compensations and reimbursements for the costs and expense of moving the Superintendent's family and belongings.
 - (i) The District shall provide the Superintendent with a mobile telephone for both professional and personal use. Any identifiable charges, as reflected on the mobile telephone bill provided to the Superintendent each month, directly attributable to personal calls by the Superintendent shall be promptly reimbursed by the Superintendent.
6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
7. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of this paragraph 7 of this Agreement, 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. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code sections 21.211, 21.212.d, and District policy. In the event the Board terminates this Agreement for “good cause,” the Superintendent shall be afforded all the rights as set forth in the District’s policies, and state and federal law.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent’s retirement under the Texas Retirement System of Texas.
10. 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 salary and benefits as set forth in this 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 President approved absence, the Superintendent’s designee shall attend such meetings. 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 appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and District policies.
13. At any time during the contract term, the Board may, in its discretion, and with the consent and approval of the Superintendent, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
14. 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 forty-fifth (45th) day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

15. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
16. The Board contracts that the District shall provide a legal defense to Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in her official capacity or in her individual capacity, providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of her employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Agreement. In the event that separate legal counsel is hired to represent the Superintendent, the Board and Superintendent shall agree upon the counsel selected to represent the Superintendent.
17. 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.
18. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
19. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the District's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the District's policies or any such permissive law during the term of the Agreement.

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

By: _____
David Scott
President, Board of Trustees

Signed this ____ day of _____, 2007.

SUPERINTENDENT

By: _____
Barbara Qualls, Ph.D.

Signed this ____ day of _____, 2007.