



*The Seguin Independent School District  
is pleased to report the District has been  
awarded the rating of*

***SUPERIOR ACHIEVEMENT***

*by the Financial Integrity Rating System  
for the year ended June 30, 2012*

*The District received a positive rating on  
6 of 6 Critical Indicators and  
A Score of 70 out of a possible 70  
On 14 rated indicators.*



**SEGUIN INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF 2013 FIRST RATING INDICATORS  
SUPERIOR ACHIEVEMENT  
2011-12 Fiscal Year**

<b>INDICATOR DESCRIPTION</b>		<b>SISD</b>
<b>1 Fund Balance in the General Fund greater than zero?</b>	<b>Y</b>	<b>\$21.34 MILLION</b>
<b>2 Unrestricted net assets in Statement of Net Assets &gt;\$0?</b>	<b>Y</b>	<b>\$25.94 Million</b>
<b>3 No disclosures concerning default on bonded debt?</b>	<b>Y</b>	
<b>4 Annual Financial Report filed on time?</b>	<b>Y</b>	
<b>5 Unqualified opinion on annual financial report?</b>	<b>Y</b>	



**SEGUIN INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF 2013 FIRST RATING INDICATORS  
SUPERIOR ACHIEVEMENT  
2011-12 Fiscal Year**

<b>INDICATOR DESCRIPTION</b>		<b>SISD</b>
<b>6 No instances of material weakness in internal control?</b>	<b>Y</b>	
<b>7 Was the 3-year average percent of total tax collections &gt; 98%?</b>	<b>5</b>	<b>1.01%</b>
<b>8 PEIMS data agree to audit?</b>	<b>5</b>	<b>0.0002%</b>
<b>9 Debt related expenditures &lt; \$350 per student or property taxes per penny &gt;\$200,000?</b>	<b>5</b>	<b>\$265,126</b>
<b>10 No disclosure of material noncompliance?</b>	<b>5</b>	



**SEGUIN INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF 2013 FIRST RATING INDICATORS  
SUPERIOR ACHIEVEMENT  
2011-12 Fiscal Year**

<b>INDICATOR DESCRIPTION</b>		<b>SISD</b>
<b>11 No master or monitor?</b>	<b>5</b>	
<b>12 General fund budgeted expenditures plus other uses less than the total revenues, other resources, and fund balance?</b>	<b>5</b>	
<b>13 If fund balance in General Fund &lt; \$0, were capital projects adequately financed?</b>	<b>5</b>	
<b>14 Ratio of cash &amp; investments to deferred revenue &gt; 1:1</b>	<b>5</b>	
<b>15 Administrative cost ratio less than the state standard of 12.5%?</b>	<b>5</b>	<b>7.01%</b>



**SEGUIN INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF 2013 FIRST RATING INDICATORS  
SUPERIOR ACHIEVEMENT  
2011-12 Fiscal Year**

<b>INDICATOR DESCRIPTION</b>		<b>SISD</b>
<b>16 Ratio of students to teachers between 13 and 22?</b>	<b>5</b>	<b>15.2113</b>
<b>17 Ratio of students to total staff between 6.8 &amp; 14?</b>	<b>5</b>	<b>7.023</b>
<b>18 Decrease in available fund balance &lt; 20% over two years</b>	<b>5</b>	
<b>19 General fund cash and investments &gt; \$0?</b>	<b>5</b>	<b>\$32.3 Million</b>



**SEGUIN INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF 2013 FIRST RATING INDICATORS  
SUPERIOR ACHIEVEMENT  
2011-12 Fiscal Year**

<b>INDICATOR DESCRIPTION</b>		<b>SISD</b>
<b>20 Investment earnings in all funds excluding debt and capital projects meet or exceed 3-month T-Bill? (Tbill rate .05917%)</b>	<b>5</b>	<b>0.2082%</b>
<b>Score</b>	<b>70</b>	



**SEGUIN ISD  
SUPERIOR ACHIEVEMENT  
2010-11 Fiscal Year  
DETERMINATION OF RATING**

- A. Did the District Answer "NO" to indicators 1,2,3, or 4? OR Did the District answer "NO" to both 5 and 6? If So, then Substandard.**
- B. Determine Rating By Applicable Range for summation of indicator scores (7-20).**

<b>Superior</b>	<b>64-70</b>
<b>Above Standard</b>	<b>58-63</b>
<b>Standard</b>	<b>52-57</b>
<b>Substandard</b>	<b>&lt;52</b>





**Summary Schedule of Data Submitted under the Financial Solvency Provisions of TEC §39.0822**

**General Fund - First-Quarter Expenditures By Object Code**

2012-2013 first-quarter (first three months of fiscal year 2012-2013) GENERAL FUND expenditures by object code using whole numbers.

<b>Payroll-</b> Expenditures for payroll costs	<u>\$9,625,388</u>
<b>Contract Costs-</b> Expenditures for services rendered by firms, individuals, and other organizations	<u>\$772,859</u>
<b>Supplies &amp; Materials-</b> Expenditures for supplies and materials	<u>\$565,050</u>
<b>Other Operating-</b> Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	<u>\$155,594</u>
<b>Debt Service-</b> Expenditures for debt service	<u>\$1,083,141</u>
<b>Capital Outlay-</b> Expenditures for land, buildings, and equipment	

**Additional Financial Solvency Questions**

- |  | Yes   | No |
|--|-------|----|
| 1) Districts with a July 1- June 30 fiscal year:<br>Within the last two years, did the school district   |       |    |
| 1) draw funds from a short-term financing note (term less than 12 months) between the months of July and October, inclusive  | _____ | XX |
| 2) for the prior fiscal year, had a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?   | _____ | XX |
| 2) Has the school district declared financial exigency within the past two years?  | _____ | XX |
| 3) There were no student-to-staff ratios below the norm, no rapid depletion of General Fund balances, or any significant discrepancies between actual budget and projected revenues and expenditures, or any other concerns regarding the financial solvency of the District |       |    |
| 4) The District has had one superintendent over the past five years.   |       |    |
| 5) The District has had one business manager/chief financial officer over the past five years.   |       |    |

Date given Superintendent: 4/07/05

Date returned by Superintendent: 4/8/05

STATE OF TEXAS

COUNTY OF GUADALUPE

## SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the SEGUIN INDEPENDENT SCHOOL DISTRICT ("SISD") and Irene Garza ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for SISD.

### I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of 3 years and 3 months, commencing on April 6, 2005, and ending on June 30, 2008. This contract is not for a specific number of days within a year, and there are no "non-duty" days under this contract.
- 1.2 SISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term 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 educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the SISD, as prescribed in the job description and as may be assigned by action of the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the SISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of her time, skill, labor, and attention to her employment and the performance of these duties during the term of this term contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
  - 2.1.a Specifically, it shall be the duty of the Superintendent to:
    - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the SISD and for the annual performance appraisal of the SISD's staff.
    - (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.
    - (3) Make recommendations regarding selection of SISD personnel, subject to Board approval.
    - (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
    - (5) Manage the day-to-day operations of SISD as its administrative manager.

- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the SISD for the following fiscal year.
- (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
- (8) Develop appropriate administrative regulations to implement adopted policies.
- (9) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of SISD.
- (10) Organize the district's central administration.

- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by SISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that she has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and her employment is contingent upon such results being consistent with information previously disclosed to the Board.
- 2.3 *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent or due process.
- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.
- 2.6 *Legal Proceedings.* In the case of no individual professional liability insurance coverage of the Superintendent, SISD shall provide the Superintendent with a legal defense of the District's choice, and the costs and expenses related to that defense for any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his or her individual or official capacity as agent and employee of the SISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his or her employment and that the legitimate interests of the SISD require legal defense on behalf of the public interest. SISD may purchase insurance to fulfill its obligation under this paragraph. SISD's obligation to provide legal defense under this paragraph shall survive the termination of this contract, but shall not survive the statute of limitations for any claim eligible for defense under this paragraph.

### **III. Compensation**

- 3.1 *Salary.* During the first year of the contract, the SISD shall provide the Superintendent with an annual salary not less than \$ 111,500. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.
- 3.3 *Vacation, Holidays, Leave Benefit.* Subject to the Board President's approval of the scheduling, the Superintendent may take 14 days of vacation annually, singly or consecutively. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
- 3.4 *Travel Allowance and Expenses.* The SISD shall provide the Superintendent with an automobile travel allowance in the sum of \$ 600.00 per month. The automobile travel allowance includes compensation for all mileage and gasoline within the boundaries of the Guadalupe County. The Superintendent shall be reimbursed for other job-related travel at actual costs, unless expenses are paid with a district-provided credit card. The automobile travel allowance and other travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.
- 3.5 *Professional Growth and Civic Activities.* The SISD encourages the Superintendent's continued professional growth through attendance at and participation in appropriate professional meetings and education seminars and courses 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 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 background would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for SISD. The Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses, and meetings. The SISD shall pay the Superintendent's membership dues in three professional organizations of the Superintendent's choice. SISD encourages the Superintendent to participate in community and civic affairs including chamber of commerce, civic clubs, and governmental committees. The cost of participation in these activities will be borne by SISD subject to the availability of budgeted funds.
- 3.6 *Insurance.* SISD shall pay the same proportion of premium for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan as provided for other SISD administrative employees.

#### **IV. Annual Performance Goals**

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the SISD. 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.

#### **V. 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 term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate.

The evaluation of the Superintendent shall at all times be conducted in closed meeting, unless the Superintendent requests that the evaluation be conducted in open meeting.

- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board. If the Board chooses to modify the evaluation format or procedure, modification must be adopted no later than the first instructional day of the academic year the modified instrument is to be used.

#### **VI. Renewal or Nonrenewal of Term Contract**

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code and the provision of Board policy at BJCF (LOCAL) that states as a reason for nonrenewal, "Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract." "Loss of confidence in the Superintendent by the Board" shall be defined as a vote of "no confidence" passed by a majority of the Board plus one (1) member.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

#### **VII. Termination of Contract**

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *Resignation.* 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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances;
  - (2) Any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship, including without limitation any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees.
  - (3) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies.
  - (4) Deficiencies in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any deficiency that is remediable;
  - (5) Neglect of duties;
  - (6) Drunkenness or excessive use of alcoholic beverages;
  - (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;

- (8) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (9) Failure to meet the SISD's standards of professional conduct;
- (10) Failure to comply with reasonable SISD professional development requirements;
- (11) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law;
- (12) Any illness or condition, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (13) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the SISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (14) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent;
- (15) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;
- (16) Assault on an employee or student;
- (17) Falsifying records or documents related to the SISD's activities;
- (18) Misrepresentation of material facts to the Board or other SISD officials in the conduct of the SISD's business; or
- (19) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

#### VIII. Miscellaneous

8.1 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas and shall be performed in Guadalupe County, Texas, unless otherwise provided by law.

8.2 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.

8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability

shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

EXECUTED at the City of Seguin, County of Guadalupe, and State of Texas, this 8th day of April, 2005, pursuant to action of the Board of Trustees at a meeting held on April 5, 2005, for which there was a properly posted agenda that included an item related to employment of a superintendent.

SEGUIN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

  
Louis Reyes, President Board of Trustees

\_\_\_\_\_  
Irene Garza, Superintendent

*It is the policy of the Seguin Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.*

*SISD Provides a Drug and Tobacco-Free Workplace*

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Dorothy Whitman - Assistant Superintendent

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## Superintendent's Compensation Summary for 2011-2012 Addendum

Date: March 23, 2011


1. Compensation:

- a. Annual salary = \$161,359
- a. Monthly car allowance = \$800
- c. Monthly cell phone allowance as per district guidelines = \$75

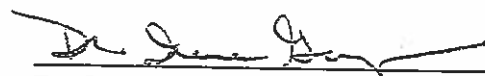
2. Seguin ISD Board Action on March 23, 2011:

a. Dr. Irene Garza's contract status:

- 1. Approval of a one-year contract extension through 2015-2016.
- 2. All other provisions of contract remain the same.

  
\_\_\_\_\_  
Louis Q. Reyes III  
President, Board of Trustees

3-24-11  
Date

  
\_\_\_\_\_  
Dr. Irene Garza  
Superintendent

03/24/11  
Date