



DICKINSON INDEPENDENT SCHOOL DISTRICT

FINANCIAL MANAGEMENT PERFORMANCE REPORT

2020-2021 RATING BASED ON SCHOOL YEAR 2019-2020 DATA



“Above Standard Achievement”

Score = 88

CARLA VOELKEL, SUPERINTENDENT OF SCHOOLS

Presented to the Board of Trustees: November 1, 2021



FINANCIAL MANAGEMENT PERFORMANCE REPORT

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Introduction

The 77th Legislature (2001) enacted SB 218, which requires the implementation of a financial accountability rating system. The financial accountability rating system will be officially referred to as “Schools FIRST” (Financial Integrity Rating System of Texas). The state’s school financial accountability rating system ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve those practices. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes. After full implementation of the rating system, the districts’ ratings will be openly reported to the general public and to other interested persons and entities.

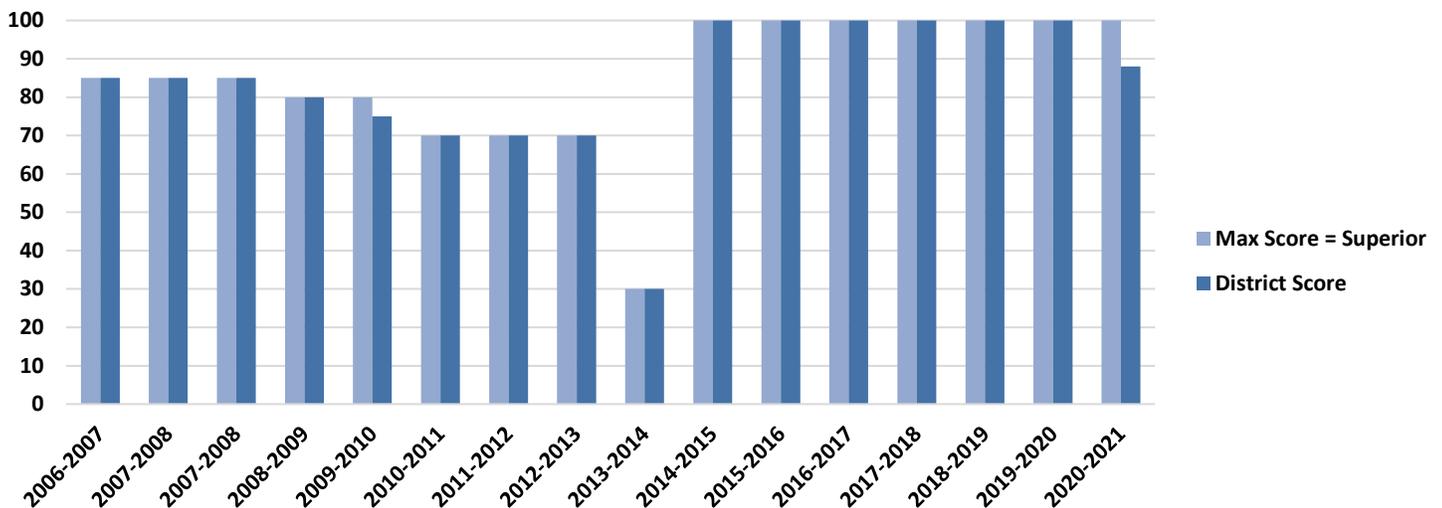
School Districts are required to prepare an annual financial management report within two months of the date of issuance of the final Schools FIRST ratings. School Districts are rated on various performance “indicators” relating to financial management. These indicator ratings inform the District of how well they are doing financially, and where the District should focus efforts for improvement. In addition to the rating of each indicator, Districts receive an overall status “superior, above standard, meets standard or substandard achievement” rating. These ratings are based on an analysis of staff and student data reported for the school year, and budgetary and actual financial data for the same school fiscal year. The information that determines the Schools FIRST rating is submitted to the Texas Education Agency (TEA) via the Public Education Information Management System (PEIMS) and the Annual Financial Report (AFR).

The Schools FIRST accountability rating system has four different ratings. A financial accountability rating of “Superior” is scoring 90-100, with a perfect score equaling 100. The “Above Standard” rating is a score of 80-89, and “Meets Standard” rating is a score of 70-79. A financial accountability rating of “Substandard Achievement” is scoring less than 70. Any District answering “No” to the critical indicators 1, 2, 3, or 4 also qualifies for a financial accountability rating of “Substandard Achievement” regardless of points earned. Districts receiving the “Substandard Achievement” ratings must file a corrective action plan with the Texas Education Agency.

For more than 15 years, Dickinson ISD has received the highest financial accountability rating of Superior Achievement under the Schools FIRST. This year the District receives a passing score of an 88 with an Above Standard Achievement rating. The District lost points on indicator 11 and 12 due to our long term liabilities and debt. The indicator test detail is attached for indicators 11 and 12.

Dickinson ISD’s status detail is included in the report.

FIRST Rating Scores for Dickinson ISD



User: Kelly Logsdon
User Role: District

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

Name: DICKINSON ISD(084901)	Publication Level 1: 8/4/2021 2:00:38 PM
Status: Passed	Publication Level 2: 8/6/2021 11:10:55 AM
Rating: B = Above Standard Achievement	Last Updated: 8/6/2021 11:10:55 AM
District Score: 88	Passing Score: 70

#	Indicator Description	Updated	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?	6/8/2021 3:29:36 PM	Yes
2	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.)	6/8/2021 3:29:36 PM	Yes
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.)	6/8/2021 3:29:36 PM	Yes
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? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	7/1/2021 9:03:22 AM	Yes Ceiling Passed
5	This indicator is not being scored.		1 Multiplier Sum
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/28/2021 11:06:38 AM	Ceiling Passed
7	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 in the Determination of Points section.	6/8/2021 3:29:36 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/8/2021 3:29:37 PM	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? See ranges below in the Determination of Points section.	6/8/2021 3:29:37 PM	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	7/2/2021 1:19:31 PM	10
11	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 increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.	6/8/2021 3:29:38 PM	2
12	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.	6/8/2021 3:29:38 PM	6
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	6/8/2021 3:29:38 PM	10
14	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.	6/8/2021 3:29:39 PM	10
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	6/8/2021 3:29:39	5

		PM	
16	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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 3:29:39 PM	Ceiling Passed
17	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.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	6/8/2021 3:29:39 PM	Ceiling Passed
18	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.)	6/8/2021 3:29:39 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	6/8/2021 3:29:39 PM	5
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 3:29:40 PM	Ceiling Passed
			88 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			88 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? 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.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70
<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> <p>The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p>		

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

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

FIRST 5.11.6.0

User: Kelly Logsdon
User Role: District

DISTRICT NUMBER



Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON 2019-2020 SCHOOL YEAR DATA INDICATOR TEST 11

Name:	DICKINSON ISD (084901)
Indicator:	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 increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.
Result/Points	2
Last Updated:	6/8/2021 3:29:38 PM

FORMULA

Field	Value
(Long Term Liabilities	<input type="text" value="310,804,636"/>
/ Total Assets	<input type="text" value="335,184,422"/>
<= 1	
) Or ((
2020 Total Students	<input type="text" value="11,630"/>
- 2016 Total Students	<input type="text" value="10,917"/>
)	
/ 2016 Total Students	<input type="text" value="10,917"/>
>= Threshold for Five-Year Percent Increase in Students	<input type="text" value="0.07"/>
)	

Mathematical Breakdown: $0.9273 \leq 1$ Or $0.0653 \geq 0.07$

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≤ 0.60	$>0.60 \leq 0.70$	$>0.70 \leq 0.80$	$>0.80 \leq 0.90$	$>0.90 \leq 1.00$	>1.00

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FIRST 5.11.6.0

User: Kelly Logsdon
User Role: District

DISTRICT NUMBER



Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON 2019-2020 SCHOOL YEAR DATA INDICATOR TEST 12

Name:	DICKINSON ISD (084901)
Indicator:	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.
Result/Points	6
Last Updated:	6/8/2021 3:29:38 PM

FORMULA

Field	Value
(Total Local and Intermediate Sources	<input type="text" value="20,444,676"/>
/ Total Revenue	<input type="text" value="20,444,676"/>
)	
* Long Term Liabilities	<input type="text" value="310,804,636"/>
* 100	
/ Assessed Property Value	<input type="text" value="4,178,050,483"/>
Mathematical Breakdown: 7.439	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≤ 4	$> 4 \leq 7$	$> 7 \leq 10$	$> 10 \leq 11.5$	$> 11.5 \leq 13.5$	> 13.5

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FIRST 5.11.6.0

DICKINSON INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF §
GALVESTON §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 23rd June 2021, by and between the Board of Trustees (the "Board") of the Dickinson Independent School District (the "District") and Carla Voelkel (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(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of four (4) years, commencing on July 1, 2021, and ending on July 30, 2025. 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 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. 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 lawfully assigned by the Board, and shall comply with all lawful 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 to the Board or employ personnel of the District in accordance with the Board's policies. 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 lawful directives, 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 may only be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent 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, 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.

2.5 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.

2.6 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case

Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of two hundred twenty-one thousand and nine hundred twenty dollars (\$221,920.00) predicated on 221 work days each year. This annual salary rate 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, 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 3.1 of this Contract except by mutual agreement of the two parties or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. 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.

3.3 **Non-contract, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the same number of non-contract days 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. If the Superintendent anticipates taking more than five (5) consecutive non-contract days then prior approval of the Board President is required, which shall not be unreasonably withheld. The non-contract 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. Accrued but unused non-contract days, up to a maximum of ten (10) days annually, shall accumulate and carry forward from year to year during the term of this Contract for a total of no more than fifty (50) days total accumulation. The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits as authorized by Board policies for administrative employees who serve 221 work days each year.

3.4 **Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 Professional Growth. 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 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 shall pay the Superintendent's membership dues in relevant professional organizations. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership with notice to the Board.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall also pay the reasonable and customary dues for the Superintendent's membership in local civic and community organizations of the Superintendent's choice subject to prior Board approval.

3.7 Expenses. Subject to Board approval, the District shall pay or reimburse the Superintendent for reasonable, business-related expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Subject to such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other reasonable expenses incurred in the performance of the District's business. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy.

3.8 The District shall pay a salary supplement to the Superintendent of **\$6,000** per annum to cover performance of ancillary duties and services rendered in the performance of this contract, to be paid semi-monthly as other salary payments.

3.9 The District shall fund a \$50,000 term life insurance plan for the Superintendent; the beneficiaries to the policy shall be determined by the Superintendent or her designee.

3.10 Moving/Relocation Expense – Not applicable.

3.11 Upon retirement, the Superintendent shall receive full pay for the accrued and unused days and local sick leave above 40 up to a maximum of 60 days if applicable.

3.12 All payments to the Superintendent as made by the District to fulfill this contract shall be considered as salary and shall be reported as such to all appropriate agencies.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent and Board shall work together to develop goals for the District in accordance with Board Policy and applicable law. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and 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 District Goals.

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 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 District Goals.

5.2 **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.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy and applicable law.

VII. Termination of Employment Contract

7.1 **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.

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 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.

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.

7.5 **Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 90th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Galveston County, Texas, unless otherwise provided by law. Venue for any legal proceeding related to this Contract and/or the Superintendent's employment at the District shall lie in Galveston County, Texas.

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. This Contract supersedes all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

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

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.

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: David Swartz
President, Board of Trustees

ATTEST:

By: Keanna Keasey
Secretary, Board of Trustees

Executed this 23 day of JUNE, 2021.

SUPERINTENDENT

By: C. Voelkel
Carla Voelkel

Executed this 23 day of JUNE, 2021.

SCHOOL FIRST ANNUAL MANAGEMENT REPORT 2019/2020 FISCAL YEAR

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting and Auditing Subchapter AA,
Commissioner's Rules Concerning Financial Accountability Rating System, 109.1001(o). Effective 8/6/2015

1. SUPERINTENDENT'S CURRENT EMPLOYMENT CONTRACT

A copy of the superintendent's current employment contract at the time of the Schools FIRST hearing is to be provided. In lieu of publication in the Schools FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's internet site. If published on the internet, the contract is to remain accessible for twelve months.

Attached

2. REIMBURSEMENTS RECEIVED BY THE SUPERINTENDENT AND BOARD MEMBERS (detail attached)

For the Twelve-Month Period Ended August 31, 2020

Description of Reimbursement	Superintendent Carla Voelkel	President David Swartz	Vice-President Corey Magliolo	Secretary Veanna Veasey	Member Jeff Pittman	Member Jessica Rodriguez	Member Fritzie Samford	Member Mike Mackey	Total	
Meals	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00
Lodging	\$1,096.68	\$835.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,932.55
Transportation	\$0.00	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00
Motor Fuel	\$1,180.89	\$315.00	\$40.50	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,581.39
Other	\$1,479.00	\$820.00	\$0.00	\$395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,694.00
Business Meeting Meals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,783.57	\$1,982.87	\$40.50	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,246.94

Note - The spirit of the rule is to capture all "reimbursements" for the fiscal year, regardless of the manner of payment, including direct pay, credit card, cash and purchase orders. Items 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.

3. OUTSIDE COMPENSATION AND/OR FEES RECEIVED BY THE SUPERINTENDENT FOR PROFESSIONAL CONSULTING AND/OR OTHER PERSONAL SERVICES

For the Twelve-Month Period Ended August 31, 2020

Name(s) of Entity(ies)	Amount Received
Total	\$0.00

Note - Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

4. GIFTS RECEIVED BY EXECUTIVE OFFICERS AND BOARD MEMBERS (AND FIRST DEGREE RELATIVES, IF ANY)

(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period Ended August 31, 2020

Description of Gift	Superintendent Carla Voelkel	President David Swartz	Vice-President Corey Magliolo	Secretary Veanna Veasey	Member Jeff Pittman	Member Jessica Rodriguez	Member Fritzie Samford	Member Mike Mackey	Total
Summary Amounts									
Total	\$0.00	\$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 for local officials.

5. BUSINESS TRANSACTIONS BETWEEN SCHOOL DISTRICT AND BOARD MEMBERS

For the Twelve-Month Period Ended August 31, 2020

Description of Transaction	Superintendent Carla Voelkel	President David Swartz	Vice-President Corey Magliolo	Secretary Veanna Veasey	Member Jeff Pittman	Member Jessica Rodriguez	Member Fritzie Samford	Member Mike Mackey	Total
Summary Amounts									
Total	\$0.00	\$0.00	\$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 disclosed in the summary schedule of reimbursements received by board members.

SCHOOL FIRST ANNUAL MANAGEMENT REPORT 2019/2020 FISCAL YEAR

DETAIL

REIMBURSEMENTS TO SUPERINTENDENT AND BOARD OF TRUSTEE MEMBERS

For the Twelve-Month Period Ended August 31, 2020

Description of Reimbursement	Superintendent Carla Voelkel	President David Swartz	Vice-President Corey Magliolo	Secretary Veanna Veasey	Member Jeff Pittman	Member Jessica Rodriguez	Member Fritzie Samford	Member Mike Mackey	Total
MEALS									
TASA Midwinter	\$11.00								\$11.00
TASA/FRSLN Austin	\$16.00								\$16.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Meals	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00
LODGING									
TASA Midwinter	\$785.88								\$785.88
TASA/FRSLN Austin	\$310.80								\$310.80
TASA/TASB Convention		\$835.87							\$835.87
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Lodging	\$1,096.68	\$835.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,932.55
TRANSPORTATION									
TASA/TASB Convention		\$12.00							\$12.00
									\$0.00
									\$0.00
Total Transportation - Airfare, car rental, parking	\$0.00	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00
MOTOR FUEL-MILEAGE REIMB									
Region 4, Update to TEC			\$40.50						\$40.50
2019 Back to School Workshop	\$12.60								\$12.60
September Monthly Mileage	\$132.30								\$132.30
October Monthly Mileage	\$80.10								\$80.10
November Monthly Mileage	\$161.01								\$161.01
December Monthly Mileage	\$108.99								\$108.99
January Monthly Mileage	\$23.04								\$23.04
February/March Monthly Mileage	\$192.15								\$192.15
Governance Camp/TASB	\$45.00	\$67.50		\$45.00					\$157.50
TASA Midwinter	\$179.10								\$179.10
Region 4/ Teacher Incentive Allotment	\$40.50								\$40.50
TASA/FRSLN CCISD	\$9.00								\$9.00
TASA/FRSLN Austin	\$179.10								\$179.10
Avid Leadership	\$18.00								\$18.00
TASA/TASB Convention		\$247.50							\$247.50
									\$0.00
Total Motor Fuel/Mileage Reimbursement	\$1,180.89	\$315.00	\$40.50	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,581.39
OTHER-Registration fees									
PLC Conference/Solution Tree	\$689.00								\$689.00

Description of Reimbursement	Superintendent Carla Voelkel	President David Swartz	Vice-President Corey Magliolo	Secretary Veanna Veasey	Member Jeff Pittman	Member Jessica Rodriguez	Member Fritzie Samford	Member Mike Mackey	Total	
Region 4, Eval & Improve	\$50.00								\$50.00	
Governance Camp/TASB	\$395.00	\$395.00		\$395.00					\$1,185.00	
TASA Midwinter	\$345.00								\$345.00	
TASA/TASB Convention		\$425.00							\$425.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
Total-Registration fees, tips, other	\$1,479.00	\$820.00	\$0.00	\$395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,694.00
BUSINESS MEETINGS / LUNCHEONS										
										\$0.00
										\$0.00
										\$0.00
										\$0.00
Total Business Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,783.57	\$1,982.87	\$40.50	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,246.94