



**Frankston Independent
School District**



Financial Management Performance Report 2022-2023

(Based on Fiscal Year 2021-2022 Data)

Public Hearing

November 13, 2023

Frankston ISD Financial Management Performance Report 2022-2023

FIRST is the acronym for Financial Integrity Rating System of Texas, the state's school financial accountability rating system. FIRST 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 maximum allocation possible for direct instructional purposes.

The primary goal of the rating is to achieve quality performance in the management of school districts financial resources. The FIRST system assigns a financial accountability rating to school districts from one of the following four scores:

A = Superior B = Above Standard C = Meets Standard F = Substandard

The financial management report to be distributed at the public hearing, per Title 19 TAC Chapter 109, will include the following five disclosure items:

1. Superintendent's current contract (at the time of hearing)
2. Reimbursements, in any form, received by the superintendent and board members.
3. Outside compensation and/or fees received by the superintendent for professional consulting
4. Gifts received by the executive officers and board members exceeding \$250.
5. Business transactions between school board members and the school district

School districts are required to distribute the financial management report to parents and taxpayers. The board is required to hold this public hearing on the report at a district facility within two months of receiving the final financial accountability rating.

As required, we have provided notice of the hearing in the newspaper prior to holding the meeting. We will also have copies of the report ready to hand out at the hearing and will post the report on our website.

Frankston ISD has been issued a "**Superior**" rating for 2022-2023 (based on the 2021-2022 fiscal year data), scoring 98 out of 100 possible points.

The Schools FIRST rating is a district-wide financial report card. The Board of Trustees and staff have contributed to the financial success of the district by:

- Developing and adopting budgets that focus on student instruction and achievement.
- Ensuring fiscal accountability through purchasing, staffing, cash management, and PEIMS data integrity

The Business Manager will be pleased to provide additional information as requested by the board.



Financial Integrity Rating System of Texas

2022-2023 RATINGS BASED ON SCHOOL YEAR 2021-2022 DATA - DISTRICT STATUS DETAIL

Name: FRANKSTON ISD (001904)	Publication Level 1: 8/4/2023 12:02:16 PM
Status: Passed	Publication Level 2: 8/7/2023 3:01:39 PM
Rating: A = Superior Achievement	Last Updated: 8/7/2023 3:01:39 PM
District Score: 98	Passing Score: 70

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	7/13/2023 6:18:31 PM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	7/13/2023 6:18:31 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	7/13/2023 6:18:31 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (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</u>	7/13/2023 6:18:31 PM	Yes Ceiling Passed

	<u>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.)</u>		
5	This indicator is not being evaluated.		
			1 Multiplier Sum
6	<u>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.)</u>	7/13/2023 6:18:31 PM	Ceiling Passed
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	7/13/2023 6:18:31 PM	10
8	<u>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.</u>	7/13/2023 6:18:31 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	7/13/2023 6:18:31 PM	10
10	This indicator is not being evaluated.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</u>	7/13/2023 6:18:31 PM	8
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	7/13/2023 6:18:31 PM	10
13	<u>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.</u>	7/13/2023 6:18:31 PM	10
14	This indicator is not being evaluated.		10

15	This indicator is not being evaluated.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (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.)</u>	7/13/2023 6:18:31 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (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.)</u>	7/13/2023 6:18:31 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	7/13/2023 6:18:31 PM	10
19	<u>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?</u>	7/13/2023 6:18:31 PM	5
20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	7/13/2023 6:18:31 PM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 Score



Disclosures

1. Superintendent's Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing in calendar year 2023. 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.

Most recent contract is attached.

EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
§
§
COUNTY OF §
ANDERSON §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Frankston Independent School District** (the "District") and Paige Nicole "Nicci" Cook (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 of the Texas Education code have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 Employment. 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 beginning on July 1, 2023, and ending on June 30, 2026. Each contract year shall consist of 226 days, beginning July 1st and ending June 30th of each respective year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.
- 1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

- 2.1 Duties. The Superintendent is the chief executive administrator for the District and shall faithfully perform the duties of the Superintendent of Schools for the district as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy,

rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. The Superintendent agrees to devote her time, skill, labor and attention to performing her duties.

- 2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.
- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.4 Consultant Activities. The Superintendent may, with board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
- 2.5 Professional Growth. The Board encourages the Superintendent to attend, actively participate in and/or join professional and civic organizations at the local and state levels. The District shall pay reasonable expenses for such attendance, including any membership fees and dues of the Superintendent for two (2) professional organizations and one (1) local civic organizations of the Superintendent's choice during the term of this agreement.
- 2.6 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner.

3. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of one hundred thirty-four thousand, five hundred forty-three dollars and seventy-five cents (\$134,543.75). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- 3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary and benefits set forth in this Agreement.

- 3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare 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.
- 3.4 Communications. The Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use.
- 3.5 Insurance. The Superintendent shall be entitled to the same group health and hospitalization insurance the District pays for all other district employees. Other health and family benefits not paid by the District that are available to other employees, such as vision, dental, cancer and disability shall be at the Superintendent's expense.

4. REVIEW OF PERFORMANCE

- 4.1 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.
- 4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

S. RENEWAL OF PERFORMANCE

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

6. TERMINATION OF EMPLOYMENT

- 6.1 Mutual Agreement. This Agreement 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

- 6.2 Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.
- 6.4 Termination Procedure. In the event that the board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

7. PROFESSIONAL LIABILITY

- 7.1 The District shall indemnify, defend and hold the Superintendent harmless for any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees that arise while Superintendent was acting within the course and scope of her employment with the District. This clause is limited by the authority of the District to provide such coverage under state law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts for failures to act occurring during the term of this Contract or any extension thereof.
- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are averse to each other in any such proceedings.

7.3 The Superintendent shall fully cooperate with the District in the defense of all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

8. MISCELLANEOUS

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas.

8.2 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

8.3 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.

EXECUTED this, the 21st day of August, 2023.

FRANKSTON INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

SUPERINTENDENT

 9/1/23
Paige Nicole "Nicci" Cook



Disclosures

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2022.

	Nicci Cook	Shelia Smith	Junior Mascorro	Dustin Holladay	Ryan Bizzell	Joe Reed	Brian Merritt	JR Newman
For the Twelve-Month Period Ended August 31, 2022								
	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Summary of:								
Meals	\$96.00	\$32.00	\$32.00	\$32.00	\$32.00	\$0.00	\$32.00	\$32.00
Lodging	\$0.00	\$306.39	\$306.39	\$306.39	\$306.39	\$0.00	\$306.39	\$306.39
Transportation	\$0.00	\$146.72	\$146.72	\$146.72	\$146.72	\$0.00	\$146.72	\$146.72
Motor Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$460.00	\$460.00	\$460.00	\$460.00	\$0.00	\$460.00	\$460.00
Total:	\$96.00	\$945.11	\$945.11	\$945.11	\$945.11	\$0.00	\$945.11	\$945.11

Note: All “reimbursements” expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals - Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

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



Disclosures

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services for Fiscal Year 2022.

For the Twelve-Month Period Ended August 31, 2022	Nicci Cook Superintendent
Amount	\$0.00
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) in Fiscal Year 2022. (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, 2022	Nicci Cook	Shelia Smith	Junior Mascorro	Dustin Holladay	Ryan Bizzell	Joe Reed	Brian Merritt	JR Newman
	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$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.



Disclosures

5. Business Transactions Between School District and Board Members for Fiscal Year 2022.

	Nicci Cook	Shelia Smith	Junior Mascorro	Dustin Holladay	Ryan Bizzell	Joe Reed	Brian Merritt	JR Newman
For the Twelve-Month Period Ended August 31, 2022	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$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.