

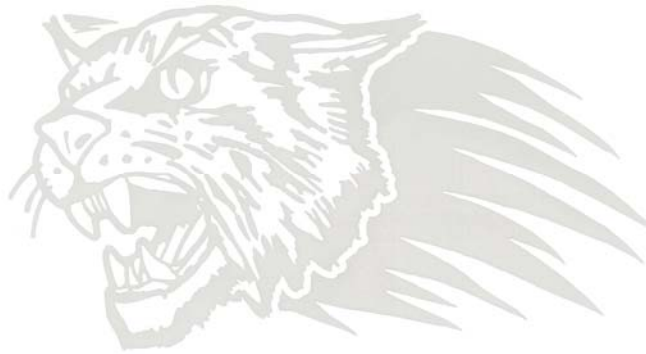


***Godley ISD  
Annual Financial  
Management Report  
Fiscal Year  
2010-2011***

***November 12, 2012***

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<i>2010-2011 District Status Detail Report</i>	<i>.. .</i>
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<i>Disclosures</i>	



User: Monica Irvin  
User Role: District

SELECT AN OPTION YEAR 2010-2011 Select An Option Help Home Log Out



Financial Integrity Rating System of Texas

## 2010-2011 DISTRICT STATUS DETAIL

<b>Name:</b> GODLEY ISD(126911)	<b>Publication Level 1:</b> 6/28/2012 12:33:14 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 9/20/2012 3:18:39 PM
<b>Rating:</b> Above Standard Achievement	<b>Last Updated:</b> 9/20/2012 3:18:39 PM
<b>District Score:</b> 62	<b>Passing Score:</b> 52

#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	6/15/2012 3:46:32 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	6/15/2012 3:46:33 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information</u>	6/15/2012	Yes

Godley ISD Annual Financial Management Report  
2010-2011 Report Year  
November 12, 2012

	<u>Concerning Default On Bonded Indebtedness Obligations?</u>	3:46:33 PM	
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	6/15/2012 3:46:33 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/15/2012 3:46:33 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	6/15/2012 3:46:34 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	6/15/2012 3:46:34 PM	5
8	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	6/15/2012 3:46:35 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 7%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$200,000 Per Student)</u>	6/15/2012 3:46:35 PM	0
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/15/2012 3:46:35 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	6/15/2012 3:46:36 PM	5

12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	6/15/2012 3:46:36 PM	5
13	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	6/15/2012 3:46:36 PM	5
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	6/15/2012 3:46:37 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	6/15/2012 3:46:37 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u> 1581 students/141.3121 teacher FTE's = 11.188 (range is 11.5 to 22)	6/15/2012 3:46:38 PM	4
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u> 1581 students/273.3484 total staff FTE's = 5.7838 (range is 6.3 to 14)	6/15/2012 3:46:38 PM	3
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If Total Revenues &gt; Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	6/15/2012 3:46:38 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/15/2012 3:46:38 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	6/15/2012 3:46:39 PM	5

	62 Weighted Sum
	1 Multiplier Sum
	<b>62 Score</b>

## 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, The District's Rating Is **Substandard Achievement**.

**B.** Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)

**Superior Achievement**

64-70

**Above Standard Achievement**

**58-63**

**Standard Achievement**

52-57

**Substandard Achievement**

<52

## INDICATOR 17 & 18 RATIOS

Indicator 17			Indicator 18		
Ranges for Ratios			Ranges for Ratios		
District Size - Number of Students Between	Low	High	District Size - Number of Students Between	Low	High

< 500	7	22
500-999	10	22
1000-4999	11.5	22
5000-9999	13	22
=> 10000	13.5	22

< 500	5	14
500-999	5.8	14
1000-4999	6.3	14
5000-9999	6.8	14
=> 10000	7.0	14

## OPTIONS

Update Unpassed	Update All	Lower Publication Level	Suspend	Suspension
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Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to [schoolaudits@tea.state.tx.us](mailto:schoolaudits@tea.state.tx.us)

THE **TEXAS EDUCATION AGENCY**

1701 NORTH CONGRESS AVENUE • AUSTIN, TEXAS, 78701 • (512) 463-9734





**Financial Integrity Rating System of Texas**

**2009-2010 DISTRICT STATUS DETAIL**

<b>Name: GODLEY ISD(126911)</b>		<b>Publication Level 1:</b> 6/11/2010 12:03:10 PM	
<b>Status: Passed</b>		<b>Publication Level 2:</b> 8/30/2010 4:06:59 PM	
<b>Rating:</b> Superior Achievement		<b>Last Updated:</b> 8/30/2010 4:06:59 PM	
<b>District Score:</b> 80		<b>Passing Score:</b> 56	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	3/30/2010 3:15:53 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	3/30/2010 3:15:53 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	3/30/2010 3:15:53 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	3/30/2010 3:15:53 PM	Yes



5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	3/30/2010 3:15:54 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	3/30/2010 3:15:54 PM	Yes
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	3/30/2010 3:15:54 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	3/30/2010 3:15:54 PM	5
9	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	3/30/2010 3:15:54 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 7%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$200,000 Per Student)</u>	3/30/2010 3:15:55 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	3/30/2010 3:15:55 PM	5
12	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	3/30/2010 3:15:55 PM	5
13	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	3/30/2010 3:15:55 PM	5

14	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	3/30/2010 3:15:56 PM	5
15	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	3/30/2010 3:15:56 PM	5
16	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	3/30/2010 3:15:56 PM	5
17	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	3/30/2010 3:15:56 PM	5
18	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	3/30/2010 3:15:56 PM	5
19	<u>Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?</u>	3/30/2010 3:15:57 PM	5
20	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If 1.5 Times Optimum Fund Balance &lt; Total Fund Balance In General Fund Or If Total Revenues &gt; Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	3/30/2010 3:15:57 PM	5
21	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	3/30/2010 3:15:57 PM	5
22	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	3/30/2010 3:15:57 PM	5

	80 Weighted Sum
	1 Multiplier Sum
	80 Score

## 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, The District's Rating Is **Substandard Achievement**.

**B.** Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-22)

**Superior Achievement**

72-80 and Yes to indicator 7

**Above Standard Achievement**

64-71 or  $\geq 72$  and No to indicator 7

**Standard Achievement**

56-63

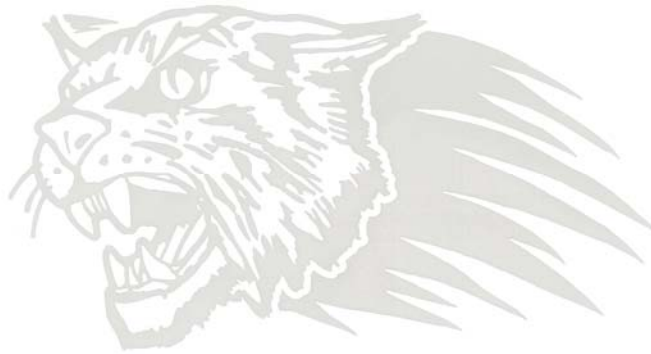
**Substandard Achievement**

$< 56$  or No to one default indicator

## INDICATOR 17 & 18 RATIOS

Indicator 17			Indicator 18		
Ranges for Ratios			Ranges for Ratios		
District Size - Number of Students Between	Low	High	District Size - Number of Students Between	Low	High
$< 500$	7	22	$< 500$	5	14

500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14



### **Indicator 9 for 2010-2011 & Indicator 10 for 2009-2010**

**Were debt related expenditures (net of IFA/EDA) < \$350.00 per student? (If the district's five-year percent change in students = or > 7%, or if property taxes collected per penny of tax effort > \$200,000 per student)**

	<b>2009-2010</b>	<b>2010-2011</b>				
Total Students for the Year under Study	1553	1581	Off by 15 students			
Total Students for 5 years prior	1389	1491				
% Increase	11.81%	6.04%				
Threshold of 7% Met	Yes	No				
Total Tax Collection	\$ 16,175,628.00	\$ 15,089,529.00				
Divided by Total Tax Rate	1.07148	1.12239				
Revenue Collection Efficiency	150,965.28	134,441.05				
Threshold of \$200,000 Met	Yes	Yes				
Total Function 71 Expenditures	\$ 2,140,373.00	\$ 2,144,961.00				
Total Students for the Year under Study	1553	1581				
	1378.218287	1356.711575				
If 1st two parts answer "yes" then all 5 points are awarded, if not, actual debt expenses/number of students is used and compared to point system where no points are given						
<\$350=5pts, >=\$350<\$600=4pts, >=\$600<\$850=3pts, >=\$850<\$1,100=2pts, >=\$1,100<\$1,350=1pt, >=\$1,350=0pts						



## GODLEY INDEPENDENT SCHOOL DISTRICT

### School FIRST Annual Financial Management Report

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Amended to be effective 2/3/11. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

#### Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is attached. In lieu of publication in the annual School FIRST financial management report, the school district may chose 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.

#### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
Ended August 31, 2011

Description of Reimbursements	Superintendent- Paul Smithson	Terrie Goodloe Board Member 1	Brett Neill Board Member 2	James McGehee Board Member 3	Dennis McFarlin Board Member 4	Barbara Willis Board Member 5	Craig Stephenson Board Member 6	Matt McKittrick Board Member 7
Meals	\$ 26.50							
Lodging	480.04	532.77	532.77		532.77	532.77	532.77	
Transportation	2,529.00	252.45	252.45		250.00		254.50	
Motor Fuel								
Other	280.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00
Total	\$ 3,315.54	\$ 1,135.22	\$ 1,135.22	\$ 350.00	\$ 1,132.77	\$ 882.77	\$ 1,137.27	\$ 350.00
								\$6,123.25

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.



## GODLEY INDEPENDENT SCHOOL DISTRICT

### 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, 2011

Name(s) of Entity(ies)

NONE

Amount Received

\$ -

Total

\$0.00

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

### 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, 2011

	Terrie Goodloe Board Member 1	Brett Neill Board Member 2	James McGehee Board Member 3	Dennis McFarlin Board Member 4	Barbara Willis Board Member 5	Craig Stephenson Board Member 6	Matt McKittrick Board Member 7
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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.



## GODLEY INDEPENDENT SCHOOL DISTRICT

### Business Transactions Between School District and Board Members

For the Twelve-Month Period  
Ended August 31, 2011

	Terrie Goodloe	Brett Neill	James	Dennis	Barbara	Craig	Matt
		Board	McGehee	McFarlin	Willis	Stephenson	McKittrick
	Board Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7
Amounts	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ -

**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.

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

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

Report 2011-2012 first-quarter (first three months of fiscal year 2011-2012) GENERAL FUND expenditures by object code using whole numbers.

<b>Payroll-</b> Expenditures for payroll costs	object codes 6110-6149	\$ 2,761,841.11
<b>Contract Costs-</b> Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	<u>\$ 336,149.99</u>
<b>Supplies and Materials-</b> Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	<u>\$ 294,838.67</u>
<b>Other Operating-</b> Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	<u>\$ 333,671.22</u>
<b>Debt Service-</b> Expenditures for debt service	object code series 6500	<u>\$ -</u>
<b>Capital Outlay-</b> Expenditures for land, buildings, and equipment	object code series 6600	<u>\$ -</u>

#### Additional Financial Solvency Questions

1) Districts with a September 1- August 31 fiscal year:

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 September and December, inclusive, and
- 2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total expenditures for General Fund function codes 11-61?

Yes No

\_\_\_\_\_ x

\_\_\_\_\_ x

2) Has the school district declared financial exigency within the past two years?

\_\_\_\_\_ x





## GODLEY INDEPENDENT SCHOOL DISTRICT

3) Provide comments or explanations for student-to-staff ratios significantly (more than 15%) below the norm, rapid depletion of General Fund balances, or any significant discrepancies between actual budget figures and projected revenues and expenditures, or any other information that may be helpful in evaluating the school district's financial solvency.

<u>Mean Enroll-to-Teacher Ratio</u>	<u>85% of Mean Enroll-to-Teacher Ratio</u>	<u>School District Size</u>
8.39	7.13	Under 100
9.48	8.06	100 to 249
10.73	9.12	250 to 499
11.48	9.76	500 to 999
12.45	10.58	1,000 to 1,599
<b>13.52</b>	<b>11.50</b>	<b>1,600 to 2,999</b>
14.29	12.15	3,000 to 4,999
14.80	12.58	5,000 to 9,999
14.88	12.65	10,000 to 24,999
15.01	12.76	25,000 to 49,999
15.06	12.80	50,000 and Over

Our ratio of overall teachers to overall students was 11.188, slightly outside the range allowed for this measurement.

Our district prides itself in providing smaller class sizes and trying to offer choices to our students. Additionally, we serve a number of special needs students that require much smaller classes and therefore, more teachers.

When you look at the ratio with this broad of a brush like this exercise suggests, you have a very skewed number.

4) How many superintendents has your school district had in the last five years? \_\_\_\_\_ 2

5) How many business managers has your school district had in the last five years? \_\_\_\_\_ 1

Date given Superintendent: \_\_\_\_\_

Date returned by Superintendent: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF JOHNSON

### **SUPERINTENDENT'S TERM CONTRACT**

The BOARD OF TRUSTEES ("Board") of the GODLEY INDEPENDENT SCHOOL DISTRICT ("GISD") and Christopher Dear ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for GISD.

#### **I. Term**

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of **2.5 years**, commencing on January 1, 2012, and ending on June 30, 2014. This contract includes 226 workdays within any 12 month period.
- 1.2 GISD 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 GISD, 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 GISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract.
  - 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 GISD and for the annual performance appraisal of the GISD'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 GISD 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 GISD as its administrative manager.
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the GISD 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 GISD.
- (10) Organize the district's central administration.

- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by GISD hold and maintain 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 he 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 his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing or is afforded notice and an opportunity for a hearing.
- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed. 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.

### **III. Compensation**

- 3.1 *Salary.* GISD's Board of Trustees will determine the annual compensation of the Superintendent. Compensation will not be less than the previous year. 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.* The Superintendent shall observe the same legal holidays and school breaks as provided by Board policies and the annual calendar adopted by the board. Personal days and non-work days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this contract. Ten (10) days may be taken at one time.
- 3.4 *Health Insurance.* The Superintendent shall be eligible to participate in the District's health insurance program, and the District shall pay the full cost of coverage for the Superintendent and his dependents at Level 2 of the options available.
- 3.5 *Travel.* The Superintendent shall be reimbursed for out-of-district travel at approved rates, unless expenses are paid with a District-provided credit card, in accordance with limits set by law or board policy. Subject to availability, the Superintendent will have access to the District-owned van and car for all school-related business travel, whether in the District or outside the District. All travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel. The District shall pay the Superintendent a monthly travel allowance of \$350.00.
- 3.6 *Legal Proceedings.* The GISD 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 GISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his employment and that the legitimate interests of the GISD require legal defense on behalf of the public interest. GISD's obligation to provide a legal defense under this paragraph shall survive the termination of this contract. The Board may purchase legal liability insurance to satisfy this provision.

#### **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 GISD. 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.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

#### **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 this reason is made a part of the Board's policy for nonrenewal of the Superintendent's employment by reference. "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, he or 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) Incompetence or inefficiency 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 incompetence or inefficiency 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 GISD's standards of professional conduct;
- (10) Failure to comply with reasonable GISD professional development requirements;
- (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

- (12)Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the GISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (13)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.
- (14)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;
- (15)Assault on an employee or student;
- (16)Falsifying records or documents related to the GISD's activities;
- (17)Misrepresentation of facts to the Board or other GISD officials in the conduct of the GISD's business; or
- (18)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 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership in such activities, if any and subject to Board approval in advance, shall be borne by the GISD.
- 8.2 *Medical Examination.* The Superintendent shall have a comprehensive medical examination not less than once every year at GISD expense. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board.
- 8.3 *Professional Organizations.* The cost of membership in two professional organizations shall be borne by GISD.
- 8.4 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas, and shall be performed in Johnson County, Texas, unless otherwise provided by law.
- 8.5 *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.

- 8.6 *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.
- 8.7 *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 Godley, County of Johnson, and State of Texas, this 28th day of March, 2011, pursuant to action of the Board of Trustees at a meeting held on March 28, 2011, for which there was a properly posted agenda that included an item related to employment of a superintendent.

GODLEY INDEPENDENT SCHOOL DISTRICT

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

President Board of Trustees

ATTEST:

Barbara Willis

Board Secretary

[Signature]

Superintendent

*It is the policy of the Godley 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.*