

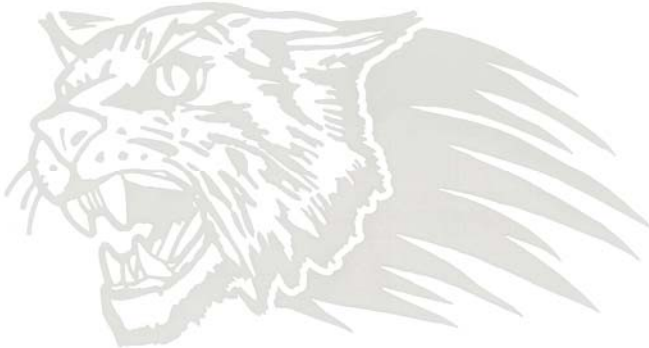


***Godley ISD
Annual Financial
Management Report
Fiscal Year
2012-2013***

November 17, 2014

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Disclosures



User: Monica Irvin
User Role: District

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2013-2014

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Financial Integrity Rating System of Texas

2013-2014 RATINGS BASED ON SCHOOL YEAR **2012-2013** DATA - DISTRICT STATUS DETAIL

Name: **GODLEY ISD(126911)**

Publication Level 1: 6/18/2014 8:04:42 AM

Status: **Passed**

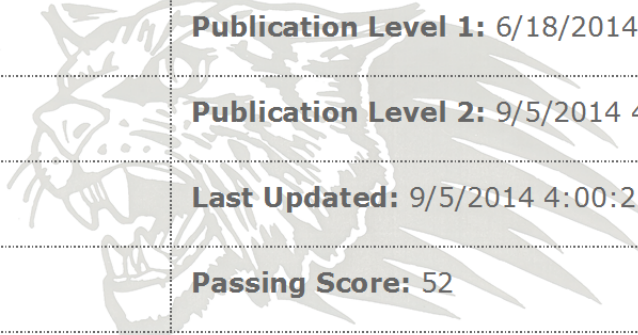
Publication Level 2: 9/5/2014 4:00:21 PM

Rating: Superior Achievement

Last Updated: 9/5/2014 4:00:21 PM

District Score: 70

Passing Score: 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>	4/28/2014 2:06:53 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>	4/28/2014 2:06:53 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information</u>	4/28/2014	Yes

	<u>Concerning Default On Bonded Indebtedness Obligations?</u>	2:06:54 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>	4/28/2014 2:06:54 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/28/2014 2:06:54 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/28/2014 2:06:55 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/28/2014 2:06:55 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>	4/28/2014 2:06:56 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$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)</u>	5/15/2014 11:57:29 AM	5
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/28/2014 2:06:56 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>	4/28/2014 2:06:57 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>	4/28/2014 2:06:57 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>	4/28/2014 2:06:57 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>	4/28/2014 2:06:58 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/28/2014 2:06:58 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/28/2014 2:06:59 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/28/2014 2:06:59 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)</u>	4/28/2014 2:06:59 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/28/2014 2:07:00 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>	5/14/2014 12:26:39 PM	5

	70
	Weighted Sum
	1 Multiplier Sum
	70 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 7-20)

Superior Achievement	64-70
Above Standard Achievement	58-63
Standard Achievement	52-57
Substandard Achievement	<52

INDICATOR 16 & 17 RATIOS

Indicator 16	Ranges for Ratios		Indicator 17	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

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User: Monica Irvin
User Role: District

SELECT AN OPTION FIRST RATING FOR FISCAL YEAR

2011-2012

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Financial Integrity Rating System of Texas

2011-2012 DISTRICT STATUS DETAIL



Name: **GODLEY ISD(126911)**

Publication Level 1: 6/21/2013 3:05:18 PM

Status: **Passed**

Publication Level 2: 9/12/2013 6:29:59 PM

Rating: Superior Achievement

Last Updated: 9/12/2013 6:29:59 PM

District Score: 70

Passing Score: 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>	4/26/2013 5:25:40 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>	4/26/2013 5:25:40 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information</u>	4/26/2013	Yes

	<u>Concerning Default On Bonded Indebtedness Obligations?</u>	5:25:40 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>	4/26/2013 5:25:40 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	4/26/2013 5:25:41 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	4/26/2013 5:25:41 PM	Yes
			1 Multiplier Sum
7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	4/26/2013 5:25:41 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>	4/26/2013 5:25:41 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$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)</u>	4/26/2013 5:25:42 PM	5
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	4/26/2013 5:25:42 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>	4/26/2013 5:25:42 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>	4/26/2013 5:25:43 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>	4/26/2013 5:25:43 PM	5
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15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	4/26/2013 5:25:43 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	4/26/2013 5:25:44 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	4/26/2013 5:25:44 PM	5
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19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	4/26/2013 5:25:45 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>	4/26/2013 5:25:45 PM	5

	70 Weighted Sum
	1 Multiplier Sum
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=> 10000	13.5	22	=> 10000	7.0	14

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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, 2013

Description of Reimbursements	Superintendent- Rich Dear	Terrie Goodloe Board Member 1	Chris Nichol 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	\$ 92.68							
Lodging	841.01	151.51	-		-	-	-	-
Transportation	2,047.95		-		-		-	-
Motor Fuel								
Other	274.47	32.00	37.00	-	15.00		-	-
Total	\$ 3,256.11	\$ 183.51	\$ 37.00	\$ -	\$ 15.00	\$ -	\$ -	\$ -
								\$235.51

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, 2013

<u>Name(s) of Entity(ies)</u>	Amount Received
NONE	\$ -

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, 2013

	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, 2013

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

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 2013-2014 first-quarter (first three months of fiscal year 2013-2014) GENERAL FUND expenditures by object code using whole numbers.

Payroll-	Expenditures for payroll costs	object codes 6110-6149	\$ 3,153,874.93
Contract Costs-	Expenditures for services rendered by firms, individuals, and other organizations	object code series 6200	\$ 345,062.68
Supplies and Materials-	Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	object code series 6300	\$ 531,480.54
Other Operating-	Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	object code series 6400	\$ 385,592.54
Debt Service-	Expenditures for debt service	object code series 6500	\$ -
Capital Outlay-	Expenditures for land, buildings, and equipment	object code series 6600	\$ 155,926.00

Additional Financial Solvency Questions

- 1) Districts with a September 1- August 31 fiscal year:
 Within the last two years, did the school district
- | | Yes | No |
|---|-------|----|
| 1) draw funds from a short-term financing note (term less than 12 months) between the months of September and December, inclusive, and | _____ | x |
| 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? | _____ | 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.

N/A

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: 2-28-14

Date returned by Superintendent: 2-28-14

STATE OF TEXAS

COUNTY OF JOHNSON

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the GODLEY INDEPENDENT SCHOOL DISTRICT ("GISD" or "District") and Dr. 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 for a term of **3 years**, commencing on July 1, 2014, and ending on June 30, 2017. 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 lawful 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
 - 2.1.a Specifically, it shall be the duty of the Superintendent to:
 - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the GISD and for the annual performance appraisal of the GISD's staff.

- (2) Assume administrative authority and responsibility for the direction, assignment, reassignment, and evaluation of all personnel other than the Superintendent consistent with Board policies and federal and state law.
- (3) Make recommendations to the Board regarding the employment of all professional GISD personnel, subject to Board approval, and to employ all other personnel consistent with the Board's policies.
- (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract and accept all resignations of employees of GISD consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board.
- (5) Manage the day-to-day operations of GISD as its administrative manager and organize, reorganize, and arrange the staff of GISD.
- (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 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.
- (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 clear of any conviction for a felony or for any offense involving moral turpitude 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.

2.4 *Board Meetings.* The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception

of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation,. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

- 2.5 *Criticisms, Complaints.* 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.

III. Compensation

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of One hundred twelve thousand nine hundred fifty-eight Dollars and 80 cents (\$ 112,958.80). 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. Adjustments shall be in the form of a written addendum to this term contract or a new contract shall be issued, 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.
- 3.3 *Annuity Benefits.* On July 1, 2014 and on each following July 1 during the term of this contract, the Board shall authorize employer discretionary non-elective contributions to a 403(b) account established in the Superintendent's name ("403(b) Plan") in the amount of 4% of the Superintendent's base salary Four thousand five hundred eighteen DOLLARS and thirty-five cents. (\$_4518.35). The District shall arrange that the 403(b) Plan shall be established under the applicable section of the Internal Revenue Code, as amended (the "Code"). The 403(b) Plan shall be non-elective, and the Superintendent shall not have any right to receive such contributions in cash. The 403(b) Plan shall provide that the contributions made and all earnings thereon shall be fully vested in Superintendent at all times. The 403(b) Plan shall be established under a written plan document that meets the requirements of the Code, and such documents are hereby incorporated herein by reference. The funds for the 403(b) Plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan, and such investment vehicles shall be determined solely by Superintendent. Superintendent shall pay any taxes lawfully due on these payments, if any and will be responsible for any costs associated in such plans relating to the Superintendent's accounts.

- 3.4 *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. The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days of vacation annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. Vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this contract. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.5 *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. The Superintendent may be compensated for other health related benefits determined by the Board.
- 3.6 *Travel.* The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. 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 in-District travel allowance of \$350.00.
- 3.7 *Legal Proceedings.* The GISD shall provide the Superintendent with a legal defense with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel, and shall pay 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. 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. The Board agrees to work with and support the Superintendent in achieving the board-approved 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 term contract. The evaluation and assessment 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 board-approved goals. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed meeting 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.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board. 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 with measurable goals. 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. 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. 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.
- 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. The Superintendent may resign with the consent of the Board at any other time.
- 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 sexual misconduct, as defined by GISD policy, 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) Assault on an employee or student;
- (14) Knowingly falsifying records or documents related to the GISD's activities;
- (15) Conscious misrepresentation of facts to the Board or other GISD officials in the conduct of the GISD's business; or
- (16) 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, state and federal law, and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

- 8.1 *Civic Activities and Outside Organizations.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, 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 cost of membership in such activities and related travel outside of the District, if any and subject to Board approval in advance, shall be borne by the GISD. The Board grants the Superintendent its approval to serve on the board of directors at the Educational Employees Credit Union where it is understood that the Superintendent shall have monthly board meetings, committee meetings, and required trainings to attend.
- 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 Growth.* The Board 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. Specifically, the Board grants the Superintendent its approval to serve on the board of the Cross Timbers School Development Council, a non-profit organization designed to serve as a forum for school administrators to meet and share ideas and services. 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 to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

- 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 28 day of February, 2014, pursuant to action of the Board of Trustees at a

meeting held on February 24 2014, for which there was a properly posted agenda that included an item related to employment of a superintendent.

GODLEY INDEPENDENT SCHOOL
DISTRICT

By: Terrie Goodloe

Terrie Goodloe, President Board of
Trustees

ATTEST:

Barbara Willis

Barbara Willis, Board Secretary

Christopher Dear

Christopher Dear, Ed.D., 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.

