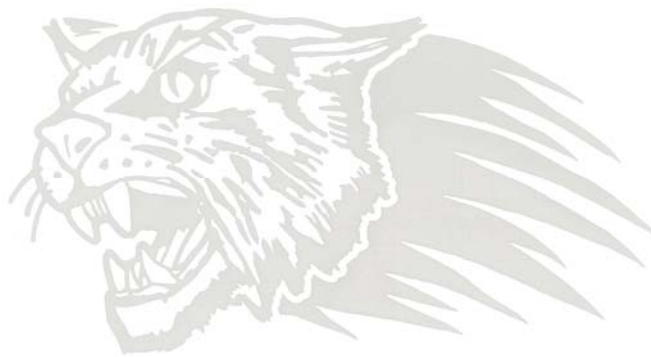




***Godley ISD  
Annual Financial  
Management Report  
Fiscal Year  
2008-2009***

***November 15, 2010***



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Financial Integrity Rating System of Texas

2008-2009 DISTRICT STATUS DETAIL

Name: **GODLEY ISD(126911)**

Publication Level 1: 6/11/2010 12:03:10 PM

Status: **Passed**

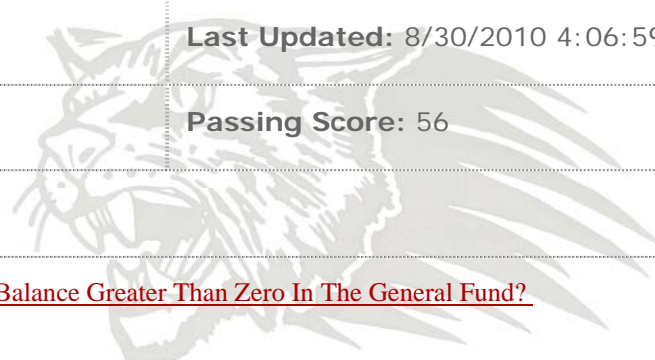
Publication Level 2: 8/30/2010 4:06:59 PM

Rating: Superior Achievement

Last Updated: 8/30/2010 4:06:59 PM

District Score: 80

Passing Score: 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</u>	3/30/2010	5

	<u>and Fund Balance In General Fund?</u>	3:15:55 PM	
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**

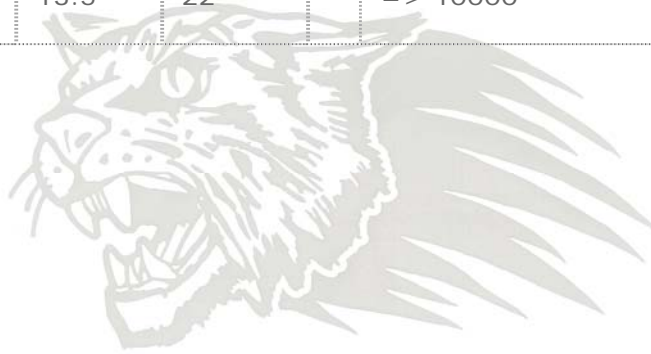
<56 or No to one default indicator

## INDICATOR 17 & 18 RATIOS

Indicator 17	Ranges for Ratios	Indicator 18	Ranges for Ratios
--------------	-------------------	--------------	-------------------

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

District Size - Number of Students Between	Low	High
< 500	5	14
500-999	5.8	14
1000-4999	6.3	14
5000-9999	6.8	14
= > 10000	7.0	14





SELECT AN OPTION YEAR

2007-2008

Select An Option

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## Financial Integrity Rating System of Texas

### 2007-2008 DISTRICT STATUS DETAIL

Name: **GODLEY ISD(126911)**

Publication Level 1: 6/8/2009 4:39:05 PM

Status: **Passed**

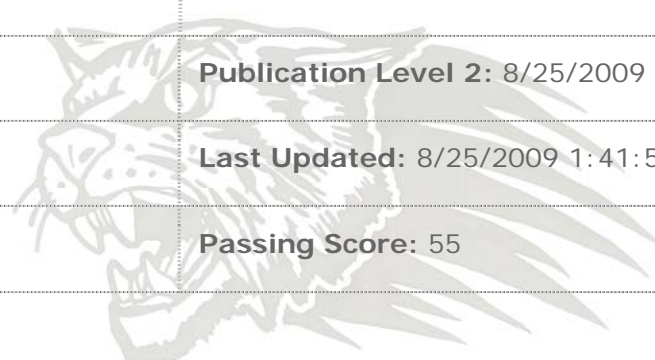
Publication Level 2: 8/25/2009 1:41:58 PM

Rating: Superior Achievement

Last Updated: 8/25/2009 1:41:58 PM

District Score: 85

Passing Score: 55



#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Reserved Fund Balance Greater Than Zero In The General Fund?</u>	5/13/2009 2:58:06 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>	5/13/2009 2:58:06 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>	5/13/2009 2:58:06 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>	5/13/2009 2:58:06 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	5/13/2009 2:58:06 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	5/13/2009 2:58:07 PM	Yes
			1 Multiplier Sum
7	<u>Did the Districts Academic Rating Exceed Academically Unacceptable?</u>	5/13/2009 2:58:07 PM	5
8	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	5/13/2009 2:58:07 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>	5/13/2009 2:58:07 PM	5
10	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$250.00 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>	5/13/2009 2:58:07 PM	5
11	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	5/13/2009 2:58:08 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>	5/13/2009 2:58:08 PM	5
13	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than 65%? (Functions 11, 36, 93, 95) (Phased in over three years, 55% for 2006-2007; 60% for 2007-2008; and 65% for 2008-2009)</u>	5/13/2009 2:58:08 PM	3
14	<u>Was The Percent Of Operating Expenditures Expended For Instruction More Than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)</u>	5/13/2009 2:58:08 PM	3
15	<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>	5/13/2009 2:58:08 PM	5
16	<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>	5/13/2009 2:58:09 PM	5
17	<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>	5/13/2009 2:58:09 PM	5
18	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	5/13/2009 2:58:09 PM	5
19	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	5/13/2009 2:58:09 PM	5
20	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	5/13/2009	5

		2:58:09 PM	
21	<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>	5/13/2009 2:58:10 PM	5
22	<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>	5/13/2009 2:58:10 PM	5
23	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	5/13/2009 2:58:10 PM	5
24	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) More Than \$20 Per Student?</u>	5/13/2009 2:58:10 PM	4
			85 Weighted Sum
			1 Multiplier Sum
			85 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 7-24)

<b>Superior Achievement</b>	75-85 and Yes to indicator 7
<b>Above Standard Achievement</b>	65-74 or $\geq 75$ and No to indicator 7
<b>Standard Achievement</b>	55-64
<b>Substandard Achievement</b>	$< 55$ or No to one default indicator

## INDICATOR 19 & 20 RATIOS

Indicator 19			Indicator 20		
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
$\geq 10000$	13.5	22	$\geq 10000$	7.0	14

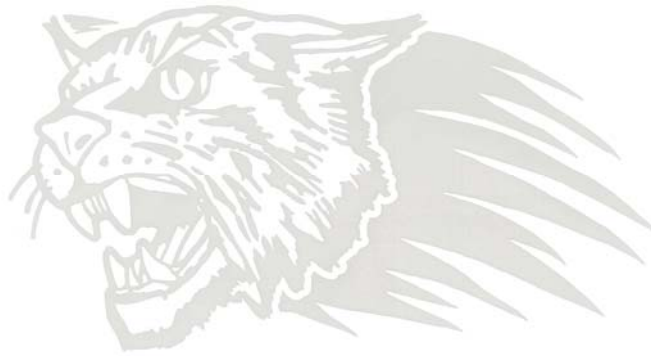
## OPTIONS

Update Unpassed	Update All	Lower Publication Level	<u>Suspend</u>	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](#)

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# *Disclosures*

**In calendar year 2007, new reporting requirements are effective for the financial management report that will be distributed at the Schools FIRST public hearing.** Per Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, the five (5) disclosures explained below will be presented as appendices in the Schools FIRST financial management report.

## **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 2010. In lieu of publication in the Schools 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.

Attached.





# Disclosures

## 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2009

For the Twelve-month Period Ended August 31, 2009								
Description of Reimbursements	Superintendent Paul Smithson	Matt McKittrick Board Member 1	Barbara Willis Board Member 2	Terrie Goodloe Board Member 3	Dennis McFarlin Board Member 4	James McGehee Board Member 5	Ricky Roden Board Member 6	Brett Neill Board Member 7
Meals	\$ 436.71			\$ 62.00	\$ 262.46			\$ 262.46
Lodging	592.99	751.12	751.12	751.12	751.12		751.12	751.12
Transportation	3,381.38							
Motor Fuel								
Other	644.76	325.00	325.00	325.00	325.00		325.00	325.00
Total	\$ 5,055.84	\$ 1,076.12	\$ 1,076.12	\$ 1,138.12	\$ 1,338.58	\$ -	\$ 1,076.12	\$ 1,338.58

**Note** – The spirit of the rule is to capture all “reimbursements” for fiscal year 2009, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

**Meals** – Meals consumed off of the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

**Lodging** - Hotel charges.

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

**Motor fuel** – Gasoline.

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





## Disclosures

### 3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2008

For the Twelve-Month Period Ended August 31, 2009	
Name(s) of Entity(ies)	
None	\$0.00
Total	\$0.00

**Note** – Compensation does not include business revenues from the superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



# Disclosures

## 4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2009

For the Twelve-Month Period Ended August 31, 2009								
	Paul Smithson Superintendent	Matt McKittrick Board Member 1	Barbara Willis Board Member 2	Terrie Goodloe Board Member 3	Dennis McFarlin Board Member 4	James McGehee Board Member 5	Paul McPherson Board Member 6	Brett Neill Board Member 7
Summary Amounts	\$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. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



# Disclosures

## 5. Business Transactions Between School District and Board Members for Fiscal Year 2009

For the Twelve-Month Period Ended August 31, 2009	Matt McKittrick Board Member 1	Barbara Willis Board Member 2	Terrie Goodloe Board Member 3	Dennis McFarlin Board Member 4	James McGeHee Board Member 5	Paul McPherson Board Member 6	Brett Neill Board Member 7
Summary Amounts	\$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 reported in the summary schedule of reimbursements received by board members.

Date given Superintendent: 1-19-10

Date returned by Superintendent: 1-19-10

STATE OF TEXAS

COUNTY OF JOHNSON

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

The BOARD OF TRUSTEES ("Board") of the GODLEY INDEPENDENT SCHOOL DISTRICT ("GISD") and Paul Smithson ("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 **5 years**, commencing on July 1, 2010, and ending on June 30, 2015. 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, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent

shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

### **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.

- 3.7 The District shall provide the Superintendent an annuity investment in the amount of \$1,000.00 per year renewed annually. This compensation benefit will be on the condition the Superintendent completes the full school year.

#### **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 18th day of January, 2010, pursuant to action of the Board of Trustees at a meeting held on January 18, 2010, for which there was a properly posted agenda that included an item related to employment of a superintendent.

GODLEY INDEPENDENT SCHOOL DISTRICT

By: Amie Goodlee

President Board of Trustees

ATTEST:

Barbara Willis

Board Secretary

Paul Smith

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.*