COLDSPRING-OAKHURST CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FINANCIAL INTEGRITY RATING SYSTEM 2018-2019

LELAND MOORE, SUPERINTENDENT OF SCHOOLS
ADAM JENKE, ASSISTANT SUPERINTENDENT BUSINESS AND FINANCE

School FIRST Rating
(Financial Integrity Rating System of Texas)

During the 77th regular session of the Texas Legislature (2001), Senate Bill 218 was passed and Governor Perry signed it into law shortly thereafter. This law requires each school district to prepare an annual financial accountability report, effective no later than September 1 of each year. The District's 2020 FIRST rating for the 2018-2019 fiscal year is that of **"Superior**". The report reflecting this rating is attached.

Many factors go into the review of the financial data, but the primary reporting tool is the Financial Accountability Rating Worksheet. Representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC), and the Texas Association of School Business Officials (TASBO) developed this worksheet. It is administered by TEA and calculated on information submitted to the Agency via our PEIMS submissions, our annual audit report, and other documentation procured by TEA.

The worksheet consists of fifteen indicator criteria, each weighted equally with the exception of the "Critical Indicators". The first five criteria are the "Critical Indicators". A "No" response in indicators #1, 2.A, 3, and #4 automatically results in a rating of Substandard Achievement. The final remaining indicators totaled scores had to exceed 60 for the district to receive the FIRST rating of "Pass". Coldspring-Oakhurst CISD received a district score of 98 for these indicators.

Worksheet Overview

Critical Indicators

Criteria ##1 through #4 are the critical indicators. Any "No" response in this category is a sign of potential financial weakness. These five criteria revolve around the audit report, fund balance and the auditor's findings. For the 2018-19 fiscal year, Coldspring-Oakhurst CISD had a General Net Asset Balance of $5,711,469 and passed the critical indicators criteria for#1, 2.A, 3, and 4.

Budgeting

Item #11 is concerned with budgeting and management. The administrative cost ratio is 0.1277, which is above the optimal state standard of less than 0.1151 for a district our size and Coldspring-Oakhurst CISD exceeded the requirement in this area.

Fiscal Responsibility

Criteria #13, #14, and #15 concern fiscal responsibility. The items under review are PEIMS data accuracy and internal controls over financial reporting and compliance. Based on the acceptable range, Coldspring-Oakhurst CISD passed these criteria.

Additional information on the above criteria and requirements is available from TEA.

FINANCIAL INTEGRITY RATING SYSTEM
2019-2020

INDICATOR TEST DETAIL

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: COLDSPRING-OAKHURST CISD(204901)	**Publication Level 1:** 8/6/2020 9:26:37 AM
Status: Passed	**Publication Level 2:** 8/6/2020 11:17:34 AM
Rating: A = Superior	**Last Updated:** 8/6/2020 11:17:34 AM
District Score: 98	**Passing Score:** 60

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	3/30/2020 2:39:40 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines	3/30/2020 2:39:40	Yes

	unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	PM	
2.B	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)	3/30/2020 2:39:41 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	3/30/2020 2:39:41 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	3/30/2020 2:39:41 PM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum
6	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)	3/30/2020 2:39:42 PM	10

7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	3/30/2020 2:39:42 PM	10
8	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.	3/30/2020 2:39:42 PM	10
9	Did the school district’s general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district’s number of days of cash on hand greater than or equal to 60 days?	3/30/2020 2:39:43 PM	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	3/30/2020 2:39:45 PM	10
11	Was the school district’s administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	3/30/2020 2:39:46 PM	8
12	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)	3/30/2020 2:39:46 PM	10
13	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district’s AFR result in a total variance of less than 3 percent of all expenditures by function?	3/30/2020 2:39:48 PM	10
14	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	3/30/2020 2:39:48 PM	10

15	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?	3/30/2020 2:39:48 PM	10
			98 Weighted Sum
			1 Multiplier Sum
			98 Score

DETERMINATION OF RATING

A.	Did the district answer '**No**' to Indicators 1, 3, 4, or 2.A? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89
	C = Meets Standard	60-79
	F = Substandard Achievement	<60

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

FIRST

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 1

Name:	**COLDSPRING-OAKHURST CISD** (**204901**)
Indicator:	**Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?**
Status	Passed
Last Updated:	3/30/2020 2:39:40 PM

FORMULA

	Field	Value
	Date Received	2020/01/28
<=	Due Date (Fiscal Year End + Deadline in Days After Fiscal Year End)	2020/02/28

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the audit report was on time or filed within 30 days of the deadline.

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Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 2.A

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)**
Status	Passed
Last Updated:	3/30/2020 2:39:40 PM

FORMULA

Field	Value
Unmodified Opinion	true

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the district received an unmodified opinion in the AFR.

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 2.B

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)**
Status	Passed
Last Updated:	3/30/2020 2:39:41 PM

FORMULA

	Field	Value
Not	Weak Internal Controls	false

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the external auditor reported no material weaknesses in the audit report.

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2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 3

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)**
Status	Passed
Last Updated:	3/30/2020 2:39:41 PM

FORMULA

	Field	Value
Not	Default Disclosures	false

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if there were no disclosures in the annual financial report and/or other sources of information concerning default

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 4

Name:	**COLDSPRING-OAKHURST CISD** (**204901**)
Indicator:	**Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?**
Status	Passed
Last Updated:	3/30/2020 2:39:41 PM

FORMULA

Field	Value
Timely Payments to Government Agencies	true

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the district made timely payments to the TRS, TWC, IRS, and other government agencies.

FIRST

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 6

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)**
Result/Points	10
Last Updated:	3/30/2020 2:39:42 PM

FORMULA

	Field	Value
(		
(		
	Cash and Equivalents	5,711,469
+	Current Investments	0
)		
/		
(		
	Total Expenditures	15,898,981
-	Facilities Acquisition and Construction	0
)		
)		
*	365	

Mathematical Breakdown: 131.1207

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 7

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)**
Result/Points	10
Last Updated:	3/30/2020 2:39:42 PM

FORMULA

Field	Value
Current Assets	19,444,728
/ Current Liabilities	2,032,690

Mathematical Breakdown: 9.566

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	8	6	4	2	0
>=3.00	<3.00 >=2.50	<2.50 >=2.00	<2.00 >=1.50	<1.50 >=1.00	<1.00

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Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 8

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.**
Result/Points	10
Last Updated:	3/30/2020 2:39:42 PM

FORMULA

	Field	Value
(		
	Long Term Liabilities	19,557,003
/	Total Assets	42,438,041
<=	1	
)		
Or		

(		
(		
2019 Total Students	1,565	
- 2015 Total Students	1,512	
)		
/ 2015 Total Students	1,512	
>= Threshold for Five-Year Percent Increase in Students	0.07	
)		

Mathematical Breakdown: 0.4608 <= 1 Or 0.0351 >= 0.07

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	8	6	4	2	0
<=0.60	>0.60 <=0.70	>0.70 <=0.80	>0.80 <=0.90	>0.90 <=1.00	>1.00

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2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 9

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?**
Result/Points	10
Last Updated:	3/30/2020 2:39:43 PM

FORMULA

	Field	Value
(		
	Total Revenue	16,760,951
/		
(		
	Total Expenditures	15,898,981
-	Facilities Acquisition and Construction	0
)		

-	1		
)			
>=	0		
Or			
(			
(			
	Cash and Equivalents	5,711,469	
+	Current Investments	0	
)			
/			
(			
	Total Expenditures	15,898,981	
-	Facilities Acquisition and Construction	0	
)			
)			
*	365		
>=	Acceptable Days Cash on Hand	60	

Mathematical Breakdown: 0.0542 >= 0 Or 131.1207 >= 60

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	0
>=0%	<0%

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Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 10

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)**
Result/Points	10
Last Updated:	3/30/2020 2:39:45 PM

FORMULA

Field	Value
(	
Total Revenues (in the General Fund and Debt Service Fund)	18,156,783
- Total Expenditures (in the General Fund and Debt Service Fund)	17,237,216
+Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	1,452,368
+Fund Code 599 (Ending Debt Service fund balance)	52,121
+Function Code 81	0
)	
/ Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	1,452,368

Mathematical Breakdown: 1.669

RESULT DETERMINATION REFERENCE

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA
INDICATOR TEST 11

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)**
Result/Points	8
Last Updated:	3/30/2020 2:39:46 PM

FORMULA

	Field	Value
	District Administrative Cost Ratio	0.1277
And		
	ADA	1,401.167
Or		
	Sparse	false

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

ADA Size	10	8	6	4	2	0
10,000 and Above	<= 0.0855	> 0.0855 <= 0.1105	> 0.1105 <= 0.1355	> 0.1355 <= 0.1605	> 0.1605 <= 0.1855	> 0.1855
5,000 to 9,999	<= 0.1000	> 0.1000 <= 0.1250	> 0.1250 <= 0.1500	> 0.1500 <= 0.1750	> 0.1750 <= 0.2000	> 0.2000
1,000 to 4,999	<= 0.1151	> 0.1151 <= 0.1401	> 0.1401 <= 0.1651	> 0.1651 <= 0.1901	> 0.1901 <= 0.2151	> 0.2151
500 to 999	<= 0.1311	> 0.1311 <= 0.1561	> 0.1561 <= 0.1811	> 0.1811 <= 0.2061	> 0.2061 <= 0.2311	> 0.2311
Less than 500	<= 0.2404	> 0.2404 <= 0.2654	> 0.2654 <= 0.2904	> 0.2904 <= 0.3154	> 0.3154 <= 0.3404	> 0.3404
Sparse	<= 0.3364	> 0.3364 <= 0.3614	> 0.3614 <= 0.3864	> 0.3864 <= 0.4114	> 0.4114 <= 0.4364	> 0.4364

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2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 12

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)**
Result/Points	10
Last Updated:	3/30/2020 2:39:46 PM

FORMULA

Field	Value
(	
2018-2019 Total Enrollment	1,567
/ 2018-2019 Number of FTE Staff	267.3486
)	
/	
(	
2016-2017 Total Enrollment	1,510
/ 2016-2017 Number of FTE Staff	268.0973
)	
- 1	
> Threshold for Three-Year Percent Change in Ratio	-0.15
Or	
2018-2019 Total Enrollment	1,567
- 2016-2017 Total Enrollment	1,510
> 0	

Mathematical Breakdown: 0.0407 > -0.15 Or 57 > 0

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	**0**
Yes	**No**

FIRST

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 13

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?**
Result/Points	10
Last Updated:	3/30/2020 2:39:48 PM

FORMULA

	Field	Value
	Sum of Differences	27
/	Denominator	15,898,962
<	Acceptable Level of Variance	.03

Mathematical Breakdown: 0 < 0.03

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	**0**
< 3%	**>= 3%**

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 14

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)**
Result/Points	10
Last Updated:	3/30/2020 2:39:48 PM

FORMULA

	Field	Value
Not	Material Non-Compliance	false

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	0
Yes	**No**

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Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 15

Name:	**COLDSPRING-OAKHURST CISD (204901)**
Indicator:	**Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?**
Result/Points	10
Last Updated:	3/30/2020 2:39:48 PM

FORMULA

Field	Value
No Adjusted Repayment Schedule	true

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	0
Yes	No

COPY

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF SAN JACINTO §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Coldspring-Oakhurst Consolidated Independent School District (the "District") and Dr. Leland Moore (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code and of District policy, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of approximately three (3) years and four (4) months, commencing on the 1st day of February, 2018 and ending on the 30th day of June, 2021. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment and no property interest express or implied in continued employment.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed by §11.1513 and §11.201 of the Texas Education Code, in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall be the education leader and chief executive officer of the District. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the district subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall

be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the district consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent agrees to perform his duties as follows:

2.1.1 Authority. The Superintendent shall perform such duties and have such powers as may be prescribed by the Law and the Board. The Board shall have the right to assign additional duties to the Superintendent and except for those duties of the Superintendent prescribed by law, to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.1.2 Standard. Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill and diligence. The Superintendent agrees to maintain the required certification throughout the term of employment with the district. If the Superintendent's certification has expired, is cancelled, or is revoked, this contract is voidable.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement voidable. Any knowing misrepresentation may be grounds for dismissal.

2.3 Criminal History Record. At the beginning of this contract, and at any other time during the contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the district, the Texas Education Agency, or the State Board of Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, in its sole discretion, is a condition precedent to this contact. The Superintendent also agrees that, during the term of this contract or any extension thereof, the Superintendent shall notify the Board, in writing, of any arrest, charge, indictment, conviction, no contest or guilty plea, pre-trial diversion, or other adjudication of the Superintendent, excepting only class "C" misdemeanor traffic offenses and class "C" game law offenses. The Superintendent shall also notify the Board of any suspension or revocation of his driver's license. The Superintendent agrees to provide such notification in writing to the board

within three (3) calendar days of the event or any other period specified in Board policy or written Board directive.

2.4 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing false statements, misrepresentations, omissions of requested information, or fraud made by the Superintendent in or concerning any required or requested records or in the employment application itself may be grounds for termination or non-renewal, as applicable.

2.5 Medical Examination. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement from that physician certifying that he is physically able to perform his duties. This statement shall be filed annually with the President of the Board and shall be maintained as a confidential medical record to the extent permitted by law.

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

2.7 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 discussion or the consideration of any action or lack of action on the Superintendent's contract, or the Superintendent's evaluation, for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. At any time that the Board shall ask the Superintendent to be excused from the executive session of board meetings, it is agreed that at such time the legal counsel for the Board is required to be present with the Board in executive session at all board meetings or a telephone or video conference call under §551.129 of the Texas Government Code.

2.8 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts: or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.9 Disability. This provision shall apply to disability of any type during which the Superintendent is unable to perform his job duties for any period greater than ninety (90) calendar days, regardless of whether or not any type of leave is requested, granted or taken. Such disability shall include, but not be limited to, incapacity to carry out essential job duties which arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury or condition.

A. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:

(i) The Superintendent shall notify the President of the Board of Trustees of the expected time of leave as soon as reasonably possible;

(ii) Any anticipated disability leave shall begin at a time which is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return his duties. The Board may mandate, restrict, or otherwise condition the dates and the term of such disability leave upon such physician's opinion statements.

B. Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The District shall have the right to demand and receive a full and complete written documentation of the facts regarding such disability and the relationship of such conditions to the Superintendent's ability to perform his job duties.

C. The District may require and obtain an independent medical opinion from a physician or physicians of its choosing regarding the condition of the Superintendent and the Superintendent agrees to cooperate fully with such physicians as may be designated by the Board in acquiring this information. The Superintendent agrees to timely execute, upon reasonable request from the District or its representative, a HIPAA-complaint release authorization form authorizing the appropriate District representative(s) to access the Superintendent's medical history and records necessary to make disability leave determinations under this Section 2.9.

D. In the event of the absence of the Superintendent due to any disability as described in this Section 2.9, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.

E. The Superintendent shall continue to receive the disability benefits payable to other professional employees of the District during any period

of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits which are customarily paid by professional employees during any period of disability leave.

F. For purposes of this contract, "disability" shall be defined as any physical or mental injury, illness, or impairment which is determined by a physician to prevent the performance of the essential functions of the office of the Superintendent.

G. For disability determination purposes, the District can require the Superintendent to be fully examined by a physician of the District's choosing and the Superintendent agrees to all tests and procedures required by physician chosen by the District.

H. If the Superintendent is not able to resume full duties within ninety (90) days, then the District and the Superintendent agrees that the contract will be terminated and the position filled by the Board of Trustees. Notwithstanding any other provision of this contract or state law, after termination, the District will negotiate a settlement of the Superintendent's contract, not to exceed the limitations of Section 11.201 of the Texas Education Code.

I. Notwithstanding any other provision of this contract or of state law, upon determination of a disability of the Superintendent for a period to exceed ninety (90) days, this contract can be terminated upon the giving of ten (10) days notice to the Superintendent by the District, without any recourse to a hearing process or an Independent Hearing Examiner proceeding under Chapter 21 of the Texas Education Code.

2.10 *Indemnification.* To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgment, expenses, and attorney's fees incurred i any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorney's fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those

claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.10 exceeds the authority provided and limitations imposed by Texas Civil Practice and Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provision of this Section 2.10 shall survive the termination of this contract.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of one hundred thirty thousand ($130,000.00) dollars or as modified by the budget adopted by the Board of Trustees. This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Section 21.4021 and/or 21.4032.

3.1.1 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code § 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set for in Section 3.1 of this Contract prospectively from and after the end of the exigent financial condition only.

3.1.2 Furlough. If the Board implements a furlough under Texas Education Code § 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be temporarily reduced in proportion to the number of furlough days.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the

Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement, except as provided herein.

3.3 Vacation Days and Leave. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on twelve-month contact and shall be allowed the same number of days of vacation and sick leave as provided by Board policy for the professional staff on twelve-month contract.

3.4 Other Benefits.

3.4.1. Sick Leave Benefits. The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the School District.

3.4.2 Health and Dental Insurance. The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage, if provided, for the Superintendent pursuant to the group health care plan(s) provided by the District for its other administrative employees.

3.4.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel for out-of-district and in-district expenses, as determined by the Board policy and the annual budget for the School District as adopted by the Board; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, long distance expense, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.4.4 Cellular Phone. The District shall pay to the Superintendent one hundred ($100.00) dollars per month for school district use of the Superintendent's own personal cell phone.

3.4.5 Benefits. In addition to the benefits specifically described in this Contract, the District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the expenditures of the school district on those benefits provided solely pursuant to state law and/or Board policy at the Board's sole discretion.

4. REVIEW OF PERFORMANCE

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 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 Agreement. At the direction of the Board, the Board may evaluate the performance of the Superintendent more frequently, as needed. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals. All evaluation documents, assessment records and other documents involved in the review of performance are confidential in accordance with the law.

4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.4 Confidentiality. Unless the Superintendent expressly requests otherwise in writing to the Board, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel

5. RENEWAL/NONRENEWAL

5.1 Renewal or nonrenewal shall be in accordance with the Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. As required by the provisions of Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice of a proposed nonrenewal, not later than thirty (30) days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

5.2 Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

6.2 Death, Disability, Retirement. This Contract shall be terminated upon the death of the Superintendent, upon the disability of the Superintendent as agreed in this Contract, or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause. The term "good cause" is defined as follows:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
(c) Insubordination or failure to comply with lawful written Board directives;
(d) Failure to comply with the Board's policies or the District's administrative regulations;
(e) Neglect of duties;
(f) Drunkenness or excessive use of alcoholic beverages;
(g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
(h) Conviction of a felony or crime involving moral turpitude;

(i) Failure to meet the District's standards of professional conduct;
(j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
(k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
(l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption indecency, or depravity;
(m) Assault on an employee or student;
(n) Knowingly falsifying records or documents related to the District's activities;
(o) Knowing misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
(p) Failure to fulfill requirements for superintendent certification; or
(q) Any other reason constituting "good cause" under Texas law,

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

6.5 Termination Procedure. In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

7. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES

7.1 Civic Activities. The Superintendent is encouraged to become a member of and participate in community and civic activities, including the chamber of commerce, civic clubs, governmental committees, and educational organizations with prior Board approval. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent

7.2 Professional Organizations. The Superintendent may attend and participate in up to three (3) appropriate Texas education conferences per year with the expenses of such attendance, including annual membership fees for up to three (3) professional organizations, to be borne by

the District. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed.

8. MISCELLANEOUS

8.1 Controlling Law. This Agreement shall be governed by and construed under the laws of the State of Texas, and all obligations created herein are performable in San Jacinto County, Texas. The Parties agree that venue for any litigation related to the Superintendent's employment with the district, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

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

8.3 Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing representations, agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended in writing pursuant to the terms of this Agreement.

8.4 Paragraph headings. The headings used in the beginning of each numbered paragraph of this contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

8.5 Legal Representation. Both parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation or execution of this contract.

8.6 Construction. This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable to this agreement.

8.7 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the Board's policies, or any permissive state

or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the board's policies or any such permissive law during the term of the Agreement.

EXECUTED this the 26 day of February, 2018

COLDSPRING-OAKHURST CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

BY: Barbara Moore
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

SUPERINTENDENT

Dr. Leland Moore

Address:
8563 State Hwy. 94 N
Groveton, Tx 75845

School FIRST Annual Financial Management Report

Coldspring- Oakhurst Consolidated **INDEPENDENT SCHOOL DISTRICT**

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA,
Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(q). Effective 8/1/2018.
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 to be provided.
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 June 30 or August 31, 2019

Description of Reimbursements	Superintendent Leland Moore	Barbara Moore	Tony Sewell	Dale Richards	Berlin Bradford	Daniel Williams	Travis Dean	Paul Buchanan
Meals	$ 451	$ 78	$ 78		$ 144			$ 173
Lodging	$ 3,280	$ 1,058	$ 1,148		$ 1,148			$ 765
Transportation	$ 5,052	$ 196	$ 296					$ 196
Motor Fuel		$ -						
Other	$ 2,184	$ 375	$ 375		$ 455	$ 120	$ 350	$ 375
Total	$ 10,966	$ 1,707	$ 1,897	$ -	$ 1,747	$ 120	$ 350	$ 1,509

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.

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period
Ended June 30 or August 31, 2019

Name(s) of Entity(ies)	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 June 30 or August 31, 2019

	Superintendent Leland Moore	Barbara Moore	Tony Sewell	Dale Richards	Berlin Bradford	Daniel Williams	Travis Dean	Paul Buchanan
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.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30 or August 31, 2019

	Barbara Moore	Tony Sewell	Dale Richards	Berlin Bradford	Daniel Williams	Paul Buchanan	Travis Dean
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.