



Galena Park Independent School District  
Annual Financial Management Report  
Fiscal Year 2019-2020

Rating is A=Superior



Distributed at Regular Board Meeting

November 8, 2021

# Galena Park Independent School District

## Financial Management Report

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## Galena Park Independent School District

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**Deputy Superintendent for Operational Support**  
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November 8, 2021

Dr. John Moore, Superintendent  
Board of Trustees  
Citizens of Galena Park Independent School District

In accordance with Texas Administrative Code Chapter 19, Subchapter AA 109.1001, the 2020-2021 Annual Financial Management Report is being presented, which is based on fiscal year 2019-2020 data. Galena Park Independent School District received a rating of "A=Superior" under the Texas School FIRST financial accountability rating system. The A=Superior rating is the state's highest, demonstrating the quality of Galena Park ISD's financial management and reporting system. The School FIRST financial rating ensures that Texas school districts are accountable not only for student learning, but also for achieving results in a cost effective and efficient manner. The information provided by the School FIRST system will guide the Board in their continued efforts to maximize each taxpayer dollar.

This is the 19<sup>th</sup> year of School FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76<sup>th</sup> Texas Legislature in 1999. The primary goal of School FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

Included in this report are the additional disclosure requirements, which include a copy of the Superintendent's contract, details of reimbursements received by the Superintendent and members of the Board of Trustees, additional statements relating to any outside compensation of the Superintendent, gifts to District officials or Board members and business transactions between the District and members of the Board of Trustees.

Sincerely,

*Sonya Hiadusek-Niazy*

Sonya Hiadusek-Niazy, PhD, CPA



**Financial Integrity Rating System of Texas**

**2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA – DISTRICT STATUS DETAIL**

<b>Name: GALENA PARK ISD(101910)</b>		<b>Publication Level 1:</b> 8/4/2021 3:33:27 PM
<b>Status: Passed</b>		<b>Publication Level 2:</b> 8/6/2021 11:10:55 AM
<b>Rating:</b> A = Superior		<b>Last Updated:</b> 8/6/2021 11:10:55 AM
<b>District Score:</b> 92		<b>Passing Score:</b> 70
<b>#</b>	<b>Indicator Description</b>	<b>Score</b>
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?	Yes
2	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.)	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.)	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?	Yes Ceiling Passed
5	This indicator is not being scored.	
		1 Multiplier Sum
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	10

8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	10
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and 6/8/2021 10 construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	10
11	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 automatically passes this indicator. See ranges below in the Determination of Points section.	8
12	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.	8
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	6
14	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.	10
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Ceiling Passed
17	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.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	Ceiling Passed
18	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.)	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other	5

	statutes, laws and rules that were in effect at the school district's fiscal year end?	
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Ceiling Passed
		<b>92 Weighted Sum</b>
		<b>1 Multiplier Sum</b>
		<b>(100 Ceiling)</b>
		<b>92 Score</b>

<b>Determination of Rating</b>		
<b>A.</b>	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
<b>B.</b>	Determine the rating by the applicable number of points.	
	<b>A = Superior</b>	90-100
	<b>B = Above Standard</b>	80-89
	<b>C = Meets Standard</b>	70-79
	<b>F = Substandard Achievement</b>	<70
<b>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.</b>		
The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.		

<b>Ceiling Indicators</b>		
Did the school district meet the criteria for any of the following ceiling indicators 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.		
<b>Determination of rating based on meeting ceiling criteria.</b>	<b>Maximum Points</b>	<b>Maximum Rating</b>
<b>Indicator 4</b> (Timely Payments) - School district was issued a warrant hold.	<b>95</b>	<b>A = Superior Achievement</b>
<b>Indicator 6</b> (Average Change in Fund Balance) - Response to indicator is No.	<b>89</b>	<b>B = Above Standard Achievement</b>
<b>Indicator 16</b> (PEIMS to AFR) - Response to indicator is No.	<b>89</b>	<b>B = Above Standard Achievement</b>
<b>Indicator 17</b> (Material Weaknesses) - Response to indicator is No.	<b>79</b>	<b>C = Meets Standard Achievement</b>
<b>Indicator 20</b> (Property Values and Tax Discussion) - Response to indicator is No.	<b>89</b>	<b>B = Above Standard Achievement</b>

## HOW 2019-2020 RATINGS ARE ASSESSED

**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?**

A simple indicator. Was your Annual Financial Report filed by the deadline?

**2. 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.)**

A "modified" version of the auditor's opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. 2.A. is a simple "Yes" or "No" indicator (see instructions under "2." for evaluating performance under "2.A" and "2.B." to arrive at the score for "2.").

**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.)**

This indicator seeks to make certain that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc.

**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?**

This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.

**5. This indicator is not being scored this year due to the impact of accounting changes implemented by the Governmental Accounting Standards Board.**



**6. Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?**

This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.

**7. 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)?**

This indicator measures how long in days after the end of the fiscal the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?

**8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?**

This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?

**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?**

This indicator simply asks, "Did you spend more than you earned?" (the school district will automatically pass this indicator, if the school district had at least 60 days cash on hand.)

**10. Did the school district average less than a 10 percent variance (90%-110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?**

This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.

**11. 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 change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)**

This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in School FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses.

**12. Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?**

This indicator asks about the school district's ability to make debt principal and interest payments that will become due during the year. Did you meet or exceed the target amount in School FIRST?

**13. Was the school district's administrative cost ratio equal to or less than the threshold ratio?**

This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?

**14. 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.)**

If the school district had a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)

**15. Was the school districts ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA?**

This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.

**16. 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?**

This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type is 3 percent or more, your district "fails" this measure.

**17. 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?**

A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds and should be immediately addressed. If the

district fails this indicator, the maximum points and highest rating the district may receive is 89 points and a B, which is equal to above standard achievement.

**18. 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.)**

This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds, contracts, and other state and federal funds.

**19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?**

This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.

**20. Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget?**

This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district. If the district fails this indicator, the maximum points and highest rating the district may receive is 89 points and a B, which is equal to above standard achievement.

# School FIRST Annual Financial Management Report

## Galena Park Independent School District

### 2021 Rating for School Year 2019-2020

#### Disclosures

Reporting requirements for the financial management report to be distributed at the School FIRST public hearing are defined under Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability, Rule 109.1001 Financial Accountability Ratings.

Galena Park ISD's required disclosures are reported in the subsequent sections.

#### Superintendent's Current Employment Contract

The Superintendent's current employment contract is included in the appendix section of this document.

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 choose to publish the Superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

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

For the Twelve-Month Period  
Ended August 31, 2020

Description of Reimbursement	Superintendent Dr. Angi Williams	Superintendent Dr. John Moore	President Ramon Garza	Vice President Jeff Miller	Secretary Adrian Stephens	Trustee Wanda Johnson	Trustee Wilfred Broussard, Jr.	Trustee Noe Esparza	Trustee Norma Hernandez	
Lodging	\$4,085.97	\$0.00	\$845.01	\$0.00	\$508.02	\$288.51	\$0.00	\$721.74	\$762.03	<b>\$7,211.28</b>
Meals	\$710.44	\$0.00	\$168.06	\$46.06	\$98.06	\$218.06	\$46.06	\$222.32	\$116.32	<b>\$1,625.38</b>
Other	\$10,049.24	\$0.00	\$112.94	\$154.85	\$185.99	\$173.94	\$170.98	\$168.94	\$161.94	<b>\$11,178.82</b>
Transportation	\$1,360.07	\$0.00	\$1,123.84	\$0.00	\$285.94	\$919.98	\$0.00	\$943.12	\$287.10	<b>\$4,920.05</b>
<b>Total</b>	<b>\$16,205.72</b>	<b>\$0.00</b>	<b>\$2,249.85</b>	<b>\$200.91</b>	<b>\$1,078.01</b>	<b>\$1,600.49</b>	<b>\$217.04</b>	<b>\$2,056.12</b>	<b>\$1,327.39</b>	<b>\$24,935.53</b>

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 August 31, 2020

<b>Name(s) of Entity(ies)</b>	<b>Amount Received</b>
<b>Total</b>	<b>\$0.00</b>

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, 2020

	Superintendent Dr. Angi Williams	Superintendent Dr. John Moore	President Ramon Garza	Vice President Jeff Miller	Secretary Adrian Stephens	Trustee Wanda Johnson	Trustee Wilfred Broussard, Jr.	Trustee Noe Esparza	Trustee Norma Hernandez
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note – An executive officer is defined as the Superintendent, unless the Board of Trustees or the District administration names additional staff under this classification for local officials.

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period  
 Ended August 31, 2019

	Superintendent Dr. Angi Williams	Superintendent Dr. John Moore	President Ramon Garza	Vice President Jeff Miller	Secretary Adrian Stephens	Trustee Wanda Johnson	Trustee Wilfred Broussard, Jr.	Trustee Noe Esparza	Trustee Norma Hernandez
Slocomb Insurance	\$0.00	\$0.00	\$0.00	\$23,461.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,461.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$23,461.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$23,461.00</b>

Slocomb Insurance Agency transaction includes payment for the District’s Boiler and Machinery insurance policies for \$23,111 and bonding for Tax Office personnel for \$350.

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.

**EMPLOYMENT CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This Contract ("Contract") is made between the Board of Trustees ("Board") of the Galena Park Independent School District ("District") and Dr. John Moore ("Superintendent").

Pursuant to the authority of Section 11.201 of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent agree as follows:

**I.     TERM**

1.1       The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as General Superintendent for the District, for a term commencing on July 1, 2020 and ending on June 30, 2023. This contract shall automatically be extended annually for an additional one-year period beginning on July 1st and ending on June 30th of the following year, unless either party shall notify the other party in writing prior to June 1st of each year that it does not desire the contract to be extended. The term of this Contract may be extended by mutual written agreement.

**II.    EMPLOYMENT**

2.1       Duties. The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, District policy, rules, and regulations, as they exist or may hereinafter be adopted or amended. Except as provided in this Contract, the Superintendent agrees to devote his

full time and energy to the performance of these duties in a faithful, diligent, and efficient manner.

**2.2 Professional Development and Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national levels, with the reasonable expenses for such attendance to be borne by the District upon written Board approval. The Superintendent may hold offices or accept responsibilities in these professional organizations provided that such responsibilities do not interfere with the performance of duties as Superintendent.

**2.3 Consultation Activities.** The Superintendent is not permitted to undertake writing, teaching, consulting, speaking, or any other types of outside employment for remuneration unless prior Board approval is obtained. Any consultation activities or outside employment approved by the Board must be accomplished on the Superintendent's vacation days, holidays, or other non-duty time.

**2.4 Board Meetings.** The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of the closed meetings devoted to the consideration of any action or lack of action on the Superintendent's contract, the Superintendent's salary or benefits, or the Superintendent's performance or evaluation. The Superintendent or designee may also be excluded from any Board meeting when the subject is related to conflicts or interpersonal relationships between or among individual Board members, when the Board is acting in its capacity as a tribunal, or at other times determined by the Board.

**2.5 Professional Certification and Records.** The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification to act as

Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification, and shall provide evidence of such certification to the Board upon request at any time. The Superintendent shall also provide evidence of education attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

### **III. COMPENSATION AND BENEFITS**

**3.1 Annual Base Salary.** The Superintendent shall be paid an annual base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00) effective July 1, 2020 and extending through the duration of this Contract unless the Board, at its discretion, increases the Superintendent's annual salary as provided by Paragraph 3.2. Nothing in this Paragraph prevents the Board from reducing the salary of the Superintendent in accordance with Section 21.4032 of the Texas Education Code or from implementing a furlough program applicable to the Superintendent in accordance with state law or from amending the terms of this contract in accordance with Section 21.212(f) of the Texas Education Code.

**3.2 Salary Adjustments.** The Board may, in its sole discretion, increase the annual base salary of the Superintendent, provided that such annual increase shall not be more than the average percentage increase received by the District's classroom teachers, unless the Board chooses to increase the Superintendent's salary by a greater amount.

**3.3 Business Expenses.** The District shall pay or reimburse the Superintendent for reimbursable 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 out of District business travel. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of District business. The District shall also reimburse the Superintendent for the reasonable costs of meals and incidental expenses associated with the Superintendent's work with staff members, Board members, community members and other persons related to the performance of his duties as Superintendent. Subject to Board approval, the District shall also reimburse the Superintendent for professional and civic association dues related to his job duties. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and District procedures. The Superintendent will be issued a credit card to pay for school-related expenses. The credit card may be used only for school-related expenses, not personal expenses.

**3.4 Laptop Computer.** The District shall provide the Superintendent with a laptop computer for both professional and personal use, at the sole expense of the District.

**3.5 Health Insurance.** The District shall pay the Superintendent the total annual premiums for health and major medical insurance, dental insurance, and vision insurance for the Superintendent and his dependents. The District shall pay the cost of pre-paid legal insurance, disability insurance, and term life insurance to be provided to the Superintendent under the District's insurance plan.

**3.6 Indemnification.** To the extent permitted by law and District policy, the District shall indemnify, defend, and hold harmless the Superintendent regarding any claims, demands, duties or other legal proceedings against him or damages incurred by the Superintendent, for any act or failure to act involving his exercise of judgment and discretion

within the normal course and scope of his duties as Superintendent. This provision does not apply if the Superintendent is found to have materially breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided under any such contract of insurance. No individual member of the Board or employee of the District shall be personally liable for indemnifying or defending the Superintendent under this provision. The District's obligation to indemnify, defend, and hold harmless the Superintendent will survive the termination of this Contract for qualifying acts or failure to act occurring during the term of this Contract or any extension thereof.

The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

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

3.7 **Leave.** The Superintendent shall have the same leave benefits as authorized by Board policy for administrative employees.

3.8 **Vacation and Holidays.** The Superintendent may take, at the Superintendent's choice and subject to the Board's approval, ten (10) days of vacation per year of this Contract, which may be accumulated up to a total of sixty (60) days. The vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract and Board Policy. In addition, the Superintendent shall observe the same District holidays as those observed by other administrators who work on a twelve (12) month basis. Upon termination of employment under this Contract, the Superintendent shall be entitled to payment of any unused accumulated vacation days, not to exceed sixty (60) days, at his then current daily rate of pay based on two hundred and twenty nine (229) days of service per year during the term of this Contract.

3.9 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board, verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of the annual physical examination.

3.10 **Contract Days and Work Calendar.** The Superintendent shall work and be compensated on the basis of two hundred twenty-nine (229) contract days per year. In the event that the Superintendent works more than 229 days in a contract year, he shall not be entitled to additional compensation or compensatory work credit in future years. The Superintendent shall submit his proposed work calendar to the Board July 1st of each contract year, and will detail all

proposed vacation, out-of-District travel, and professional development days for the coming year. The Superintendent will notify the Board of any changes to the calendar.

**3.11 Payments into an Annuity.** The District shall make payments of Ten Thousand dollars (\$10,000) per year, for a total of Twenty Five Thousand Dollars (\$25,000) over the term of the contract, commencing on July 1, 2020 and ending on June 30, 2023, to either a qualified tax-sheltered annuity or custodial account (the "403(b) Annuity") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The 403(b) Annuity is to be mutually acceptable to the Superintendent and the Board. For each year during the term of this Contract, the District shall make a contribution to the 403(b) Annuity of an amount equal to the lesser of (i) the amount specified herein, or (ii) the yearly maximum amount the District may contribute to a qualified tax-sheltered annuity under Section 403(b) of the Code for and on behalf of the Superintendent, without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made. Payments into the 403(b) Annuity shall be made on or before September 1 of each contract year. Any contributions to the 403(b) Annuity shall be paid directly by the District and shall be nonelective, and the Superintendent shall not have any right to receive such contributions in cash. Any District required contribution under this Section in excess of (ii) shall be paid to the Superintendent as a part of his regular taxable compensation. The District's contributions to the 403(b) plan created under this Section, and all earnings thereon, shall become vested with the Superintendent on June 30, 2023. Prior to June 30, 2023 the Superintendent shall have no vested right in his account value in the 403(b) Annuity. The Superintendent shall have the sole right to choose the investments in such 403(b) plan, but such investments must comply with the Code and any applicable state laws.

#### **IV. ANNUAL PERFORMANCE EVALUATION**

4.1 **Review of Performance.** The Board shall evaluate and assess the performance of the Superintendent through a written summative appraisal in June of each year. On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

4.2 At its discretion, the Board may choose to conduct additional evaluations. The parties may change appraisal dates by mutual agreement. The meetings at which the Board evaluates the Superintendent will be held in closed session, unless the Board and Superintendent agree that they should be held in open session. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

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.

## V. **TERMINATION OF EMPLOYMENT CONTRACT**

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

5.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause as that term is defined by the Board.

**5.4        Disability.** In the event the Superintendent shall become unable to perform his duties as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent. Verification of the disability of the Superintendent shall be required whenever a majority of the entire Board requests it. Verification shall be by a physician agreed upon by the Board and Superintendent. Should the Superintendent be terminated due to disability, the Superintendent shall be entitled to one (1) year of his annual base salary set out in Subsection 3.1, and a continuation of the District's payment for the health and major medical insurance set out in Subsection 3.5 for a period of one (1) year. The District shall have no further liability or obligation to the Superintendent for any compensation, benefits, or other financial remuneration. By entering into this Contract, the Superintendent is hereby waiving any right to temporary disability leave provided by state law and local policy and hereby agrees to waive any right to the procedural safeguards referenced in paragraphs 5.3 and 5.5 of this Contract.

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

**5.6        Nonrenewal of Contract.** Except as provided in Subsection 5.4 of this Contract, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

**5.7        Unilateral Termination by Board.** The Board reserves the right to terminate this Contract without cause upon the provision of thirty (30) days' written notice to the Superintendent. As consideration for this right of unilateral termination, the District will pay the Superintendent the sum of Two Hundred Fifty Thousand Dollars (\$250,000). A check for this amount will be tendered to the Superintendent within thirty (30) days of notice of unilateral termination. Upon the tender of this check, the Superintendent will be released from his duties as Superintendent.

Furthermore, the Superintendent agrees to accept the sum referenced in this Paragraph as full satisfaction of his rights under the Contract and he agrees not to ask for a hearing or any proceeding relating to his employment as Superintendent or departure from this position. In addition, upon tender of this payment, the Superintendent releases and discharges the District, its trustees, agents, attorneys, and employees from any liability relating to his employment at the District and/or his departure from employment, and agrees not to file any legal proceeding against them, including without limitations, lawsuits in state or federal court, actions before the Texas Education Agency, or before any state or federal administrative agencies, relating to his employment at the District or his departure from his employment with the District.

## **VI. MISCELLANEOUS**

**6.1 Nepotism.** With the exception of any individuals already employed by the District as of June 1, 2020, the District will not employ any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or the second degree of affinity (relation by marriage) during the term of this Contract, unless specifically permitted by law and prior Board approval is provided. If the Superintendent contemplates such a hire, he will consult with the Board before any recommendation to hire is made.

**6.2 Residency.** No later than December 31, 2020, the Superintendent shall establish his primary residence within the geographic boundaries of the District and shall maintain such primary residence within the District at all times while employed as the Superintendent.

**6.3 Controlling Law.** This Contract shall be governed by Texas law, and it shall be performable in Harris County, Texas, unless otherwise provided by law.

**6.4 Complete Agreement.** This Contract embodies the entire agreement between the

parties and supersedes all previous employment agreements. Except as expressly provided herein, it cannot be varied or amended except by written agreement of the parties.

**6.5 Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**AGREED AND APPROVED ON BEHALF OF:**

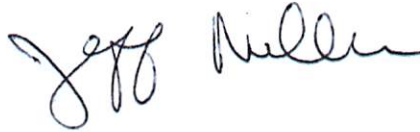
**GALENA PARK INDEPENDENT SCHOOL DISTRICT**



By: Ramon Garza  
Board President  
Board of Trustees

Date: 5-14-20

**ATTEST:**



Jeff Miller  
Vice President  
Board of Trustees

Date: 5-14-20

**JOHN MOORE**



By: John Moore  
Superintendent

Date: 5-18-2020



**SECOND AMENDMENT  
TO GALENA PARK INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This Second Amendment ("Amendment") to the Galena Park Independent School District Superintendent's Employment Contract is made and entered into by and between Dr. John Moore ("Moore" or "Superintendent") and the Galena Park Independent School District ("District"), a public independent school district and political subdivision of the State of Texas, and is effective as of March 9, 2021. Moore and the District are referred to collectively herein as the "Parties."

WHEREAS, Moore and the District entered into an Employment Contract ("Contract"), effective May 18, 2020;

WHEREAS, at a lawfully called meeting held on March 8, 2021, the District, pursuant to the Contract, offered Moore an amendment to the Contract;

WHEREAS, Moore accepted the amendment to the Contract;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments**

**Section 1.1 of the Contract, "Term," is hereby deleted in its entirety and replaced with the following:**

The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as General Superintendent for the District, for a term commencing on July 1, 2020 and ending on June 30, 2025. This contract shall automatically be extended annually for an additional one-year period beginning on July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year, unless either party shall notify the other party in writing prior to June 1<sup>st</sup> of each year that it does not desire the contract to be extended. The term of this Contract may be extended by mutual written agreement.

**Section 3.11 of the Contract, "Payments into an Annuity," is hereby deleted in its entirety and replaced with the following:**

**3.11 Payments into an Annuity.** The District shall make payments of Ten Thousand dollars (\$10,000) per year, for a total of Fifty Thousand Dollars (\$50,000) over the term of the contract, commencing on July 1, 2020 and ending on June 30, 2025, to either a qualified tax-sheltered annuity or custodial account (the "403(b) Annuity") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The 403(b) Annuity is to be mutually acceptable

to the Superintendent and the Board. For each year during the term of this Contract, the District shall make a contribution to the 403(b) Annuity of an amount equal to the lesser of (i) the amount specified herein, or (ii) the yearly maximum amount the District may contribute to a qualified tax-sheltered annuity under Section 403(b) of the Code for and on behalf of the Superintendent, without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made. Payments into the 403(b) Annuity shall be made on or before September 1 of each contract year. Any contributions to the 403(b) Annuity shall be paid directly by the District and shall be nonelective, and the Superintendent shall not have any right to receive such contributions in cash. Any District required contribution under this Section in excess of (ii) shall be paid to the Superintendent as a part of his regular taxable compensation. The District's contributions to the 403(b) plan created under this Section, and all earnings thereon, shall become vested with the Superintendent on June 30, 2025. Prior to June 30, 2025 the Superintendent shall have no vested right in his account value in the 403(b) Annuity. The Superintendent shall have the sole right to choose the investments in such 403(b) plan, but such investments must comply with the Code and any applicable state laws.

**Section 4.2 of the Contract is hereby deleted in its entirety and replaced with the following:**


**4.2** At its discretion, the Board may choose to conduct additional evaluations, and beginning with the 2021-2022 school year, the Board may choose to award performance pay based on criteria, and at time intervals, determined by the Board. The meetings at which the Board evaluates the Superintendent will be held in closed session, unless the Board and the Superintendent agree that they should be held in open session. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

2. **Continued Force and Effect.** Moore and the District acknowledge and agree that except as modified by this Amendment, and prior Amendments, the Contract remains valid, unmodified and in full force and effect.
3. **Capitalization.** Capitalized terms used herein shall have the same meaning given to such terms in the Contract unless otherwise defined herein.
4. **Definitions.** Any terms not defined in this Amendment shall have the same meaning as set forth in the Contract.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement.


6. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Texas, without regard to choice of law provisions.

**GALENA PARK INDEPENDENT SCHOOL DISTRICT**


**AGREED AND APPROVED**

By:   
Adrian Stephens  
Secretary, Board of Trustees

Date: 03/09/2021

By:   
Dr. John Moore, Superintendent

Date: 03/09/2021

By:   
Ramon Garza  
President, Board of Trustees

Date: 03/09/2021

**Superintendent's Employment Contract  
Updates and Recommendations  
February 22, 2021**

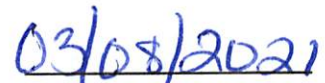
**Recommendations**

1. Performance Incentive Award (Current Contract \$0)  
\_\_\_\_\_ Amount to be awarded \_\_\_\_\_  
**Recommendation - \$0**
  
2. Superintendent's Annuity (Current contract - \$10,000)  
  X   Amount to be awarded \$10,000 \_\_\_\_\_  
**Recommendation \$10,000 vesting in 5 years**
  
3. Texas Teacher Retirement Supplement (\$0, not in current contract)  
\_\_\_\_\_ % of the Superintendent's portion of the monthly TRS member  
recommendation  
**Recommendation 0%**
  
4. 2021-2022 General Pay Increase on current base salary  
  X   Equal to percentage to be awarded to GPISD employees  
  X   Other Amount \$5,000  
**Recommendation for both to total: \$5,000 plus GPI**

Additional recommendations:



\_\_\_\_\_  
Ramon Garza  
President, Galena Park ISD Board of Trustees



\_\_\_\_\_  
Date