



Galena Park Independent School District
Annual Financial Management Report
Fiscal Year 2010-2011



Distributed at Public Hearing
November 12, 2012

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Sonya George, CPA
Executive Director for Business Services

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November 12, 2012

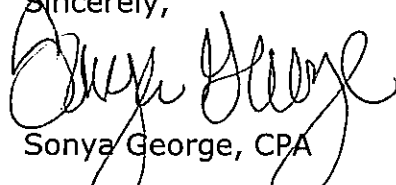
Dr. Angi Williams, Superintendent
Board of Trustees
Citizens of Galena Park Independent School District

In accordance with Texas Administrative Code Chapter 19, Subchapter AA 109.001, the 2010-2011 Annual Financial Management Report is being presented. Galena Park Independent School District received a rating of "Superior Achievement" under Texas' Schools FIRST financial accountability rating system. The Superior Achievement rating is the state's highest, demonstrating the quality of Galena Park ISD's financial management and reporting system. This rating shows that Galena Park ISD is accountable not only for student learning, but also for achieving these results cost-effectively and efficiently.

This is the ninth year of Schools FIRST (Financial Accountability 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 76th Texas Legislature in 1999. The primary goal of Schools 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, business transactions between the District and members of the Board of Trustees and a summary schedule of the data submitted to TEA under financial solvency provisions of TEC §39.08252.

Sincerely,


Sonya George, CPA



TEXAS EDUCATION AGENCY

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Michael L. Williams
Commissioner

September 20, 2012

Action Required

To The Administrator Addressed:

Subject: 2012 Final FIRST Ratings

The purpose of this letter is to inform you that the *final* Financial Integrity Rating System of Texas (FIRST) ratings for 2012 are now publicly available. The ratings for both school districts and open-enrollment charter schools can be viewed on the Texas Education Agency (TEA) website.

A previous "To The Administrator Addressed" letter, dated June 28, 2012, instructed local educational agencies (LEAs), school districts and open-enrollment charter schools, to view their *preliminary* FIRST ratings, and provided details regarding the analysis of staff and student data used by TEA to create the ratings. The letter also described the appeals process available to LEAs. This appeals process is now complete and all FIRST ratings are final.

Required Reporting

In order to comply with the requirements given in Title 19 of the Texas Administrative Code (TAC), §109.1005, all LEAs are required to report information and financial accountability ratings to parents and taxpayers by implementing specific reporting procedures, including the following:

1. Within two months after receipt of its final FIRST rating, each LEA must announce and hold a public meeting to distribute a financial management report that explains the LEA's rating and its performance under each of the indicators used in TEA's analysis for the current year and each of the indicators used in TEA's analysis for the prior year.
2. The LEA must inform taxpayers of this public meeting by publishing two newspaper notices, the first of which may not be published more than 30 days prior to or less than 14 days prior to the public meeting.

This public meeting may be combined with a scheduled regular meeting of the LEA's governing board.

The financial management report must include specific information described in 19 TAC §109.1005. To help LEAs prepare the report, TEA has created a template for the report that LEAs can follow. A template for school districts and a template for charter schools are both available online. In addition to the required information, LEAs are encouraged to provide additional information in the report that will be beneficial to taxpayers, especially information that can explain any special circumstances that may have affected the LEA's FIRST rating.

At the public meeting, the LEA should review the information that must be included in the financial management report.

LEAs should review all of the requirements given in 19 TAC §109.1005 for additional information.

Please note that as part of the financial management report, each LEA must provide a summary of the data that was previously submitted to TEA for purposes related to financial solvency. This data is required under the financial solvency provisions of Texas Education Code §39.0822.

Accreditation Status

In accordance with the accreditation status rules given in 19 TAC §97.1055, TEA will take into consideration an LEA's FIRST rating when assigning an accreditation status.

If you have questions about your LEA's FIRST rating, please contact the Division of Financial Audits at (512) 463-9095 or at schoolaudits@tea.state.tx.us.

Sincerely,

David McLaughlin
Interim Director, Division of Financial Audits



Financial Integrity Rating System of Texas

2010-2011 District Status Detail

Name: GALENA PARK ISD(101910)	Publication Level 1: 06/28/2012 12:33:14 PM
Status: Passed	Publication Level 2: 09/20/2012 3:18:39 PM
Rating: Superior Achievement	Last Updated: 09/20/2012 3:18:39 PM
District Score: 69	Passing Score: 52

#	Indicator Description	FY 2010-2011	FY 2009-2010
		Score	Score
1	Was The Total Fund Balance Less Nonspendable and Restricted (Reserved Fund Balance) Greater Than Zero In The General Fund?	Yes	Yes
2	Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)	Yes	Yes
3	Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?	Yes	Yes
4	Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?	Yes	Yes
5	Was There An Unqualified Opinion in Annual Financial Report?	Yes	Yes
6	Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?	Yes	Yes
		1 Multiplier Sum	1 Multiplier Sum
*	Did the Districts Academic Rating Exceed Academically Unacceptable?	*	5
7	Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?	5	5
8	Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?	5	5
9	Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) < \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or > 7%, Or If Property Taxes Collected Per Penny Of Tax Effort > \$200,000 Per Student)	5	5
10	Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?	5	0
11	Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)	5	5
12	Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?	5	5
13	If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)	5	5
14	Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)	5	5
15	Was The Administrative Cost Ratio Less Than The Threshold Ratio?	5	5

16	Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?	5	5
17	Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?	4	4
*	Was The Total Fund Balance In The General Fund More Than 50% And Less Than 150% Of Optimum According To The Fund Balance And Cash Flow Calculation Worksheet In The Annual Financial Report?	*	5
18	Was The Decrease In Undesignated Unreserved Fund Balance < 20% Over Two Fiscal Years?(If Total Revenues > Operating Expenditures In The General Fund,Then District Receives 5 Points)	5	5
19	Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?	5	5
20	Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate? (Prior Year: More Than \$20 Per Student?)	5	5
		69 Weighted Sum	74 Weighted Sum
		1 Multiplier Sum	1 Multiplier Sum
		69 Score	74 Score

DETERMINATION OF RATING

A.	Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? OR Did The District Answer 'No' To Both 5 and 6? If So, The District's Rating Is Substandard Achievement .	
B.	Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20 for 2010-2011 or indicators 7-22 for 2009-2010)	
	Superior Achievement	64-70 (2009-2010: 72-80 and Yes to indicator 7)
	Above Standard Achievement	58-63 (2009-2010: 64-71 or >= 72 and No to indicator 7)
	Standard Achievement	52-57 (2009-2010: 56-63)
	Substandard Achievement	<52 (2009-2010: <56 or No to one default indicator)

INDICATOR 17 & 18 RATIOS

Indicator 17	Ranges for Ratios		Indicator 18	Ranges for Ratios	
District Size - Number of Students	Low	High	District Size - Number of Students	Low	High
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

Note *: Indicators applicable in 2009-2010, but were not included in the 2010-2011 rating system.

HOW 2010-2011 RATINGS ARE ASSESSED

- 1. Was total Fund Balance less Nonspendable and Restricted Fund Balance greater than Zero in the General Fund?**

School districts must legally have a fund balance to ensure adequate funding for operations. This indicator is designed to ensure that your district has a positive amount of fund balance cash (savings) that is not designated or "restricted" for a specific purpose. In other words, "Does your district have funds set aside for a rainy day?"

- 2. Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest for Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's Five-Year Percent Change in Students was a 10% Increase or More then Answer Yes)**

This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities (according to the very first financial statement in the annual audit report)?" Fortunately this indicator recognizes that high-growth districts incur large amounts of debt to fund construction, and that total debt may exceed the total amount of assets under certain scenarios.

- 3. Were there NO disclosures in the Annual Financial Report and/or other sources of information concerning default on bonded indebtedness obligations?**

This indicator seeks to make certain that your district has paid your bills/obligations on bonds issued to pay for school construction, etc.

- 4. Was the Annual Financial Report filed within one month after the November 27 or January 28 deadline depending upon the district's Fiscal Year end date (June 30 or August 31)?**

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

- 5. Was there an Unqualified Opinion in the Annual Financial Report?**

A "qualification" on your financial report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unqualified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.

6. Did the Annual Financial Report NOT disclose any instance(s) of material weakness in internal controls?

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.

7. Was the three year average percent of total tax collections (including delinquent) greater than 98 percent?

This indicator measures your district's success in collecting the taxes owed to you by your community's businesses and homeowners, placing a 98 percent minimum collections standard. You must collect based upon a three-year average more than 98% of your taxes, including any delinquent taxes owed from past years. A district earns up to five points under this indicator based upon its relative performance.

8. Did the comparison of PEIMS data to like information in the Annual Financial Report result in an aggregate variance of less than 3 percent of expenditures per fund type (Data Quality Measure)?

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.

9. Were Debt-Related Expenditures (net of IFA and/or EDA allotment) less than \$350 per student? (If the district's five-year percent change in students was a 7 percent increase or more, or if property taxes collected per penny of tax effort were more than \$200,000, then the district receives 5 points.)

This indicator shows the Legislature's intent for school districts to spend money on education, rather than fancy buildings, by limiting the amount of money district's can spend on debt to \$350 per student. Fortunately, the Legislature did allow for fast-growth schools to exceed this cap. A district earns up to five points under this indicator based upon its relative performance.

10. Was there NO disclosure in the Annual Audit Report of Material Noncompliance?

NO disclosure means the Annual Audit Report includes no disclosure indicating that the school district failed to comply with laws, rules and regulations for a government entity.

11. Did the district have full accreditation status in relation to financial management practices? (e.g. no conservator or monitor assigned)

Did TEA take over control of your district due to financial issues such as fraud or having a negative fund balance? If not, you pass this indicator.

12. Was the aggregate of Budgeted Expenditures and Other Uses LESS THAN the aggregate of Total Revenues, Other Resources and Fund Balance in General Fund?

Did you overspend your budget? Your district will receive a negative rating on this measure if your total expenditures and other uses for the fiscal year exceeded your total funds available.

13. If the district's Aggregate Fund Balance in the General Fund and Capital Projects Fund was LESS THAN zero, were construction projects adequately financed? (Were construction projects adequately financed or adjusted by change orders or other legal means to avoid creating or adding to the fund balance deficit situation?)

Did you over-spend on school buildings or other capital projects? This indicator measures your district's ability to construct facilities without damaging your Fund Balance.

14. Was the ratio of Cash and Investments to Deferred Revenues (excluding amount equal to net Delinquent Taxes Receivable) in the General Fund greater than or equal to 1:1? (If Deferred Revenues are less than Net Delinquent Taxes Receivable, then the district receives 5 points)

This indicator measures whether or not your district has sufficient cash and investments to balance Fund Balance monies such as TEA overpayments (deferred revenues). In other words, your District should have fund balance monies of its own that are at least equal to those dollars that are there due to overpayments from TEA, and you should not be spending "next year's" monies this year. A district earns up to five points under this indicator based upon its relative performance.

15. Was the Administrative Cost Ratio less than the historic standard in State Law?

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?

16. Was the Ratio of Students to Teachers within the ranges shown below according to district size?

This indicator measures your pupil-teacher ratio to ensure that it is within TEA recommended ranges for district's of your student population range. For example, districts with a student population between 500 and 999 should have no more than 22 students per teacher and no fewer that 10 students per teacher. A district earns up to five points under this indicator based upon its relative performance.

District Size – No. of Students Between	Ranges for Ratios	
	Low	High
<500	7	22
500 – 999	10	22
1,000 – 4,999	11.5	22
5,000 – 9,999	13	22
=>10,000	13.5	22

17. Was the Ratio of Students to Total Staff within the ranges shown below according to district size?

This indicator measures your pupil-staff ratio to ensure that it is within TEA-recommended ranges for districts of your student population range. For example, districts with a student population between 500 and 1,000 should have no more than 14 students per staff member and no fewer that 5.8 students per district employee. A district earns up to five points under this indicator based upon its relative performance.

District Size – No. of Students Between	Ranges for Ratios	
	Low	High
<500	5	14
500 – 999	5.8	14
1,000 – 4,999	6.3	14
5,000 – 9,999	6.8	14
=>10,000	7.0	14

18. Was the decrease in Unassigned Fund Balance less than 20 percent over two Fiscal Years? (If total Revenues exceeded Operating Expenditures in the General Fund, then the district receives 5 points

Are you "feeding off of your Fund Balance" to pay for salaries or other district operating expenses? This indicator notes rapid decreases in your undesignated Fund Balance (those dollars not designated as a "land fund" or "construction fund") or emergency fund. A district earns up to five points under this indicator based upon its relative performance.

19. Was the Aggregate Total of Cash and Investments in the General Fund more than \$0?

Does your district have cash in the bank, and/or investments?

20. Were Investment Earnings in all funds (excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?

Are you using your cash or reserve fund (Fund Balance) monies wisely? A district earns up to five points under this indicator based upon its relative performance.

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. Angi Williams ("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 December 7, 2011 and ending on June 30, 2014. 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 her 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 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 Thirty Five Thousand Dollars (\$235,000.00) effective December 7, 2011 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 **Return of Prior Payment.** Superintendent agrees to return to the District no later than June 30, 2012 the amount of Seven Thousand Six Hundred and Ninety Five Dollars and 30/100 (\$7,695.30) which she received in the form of an exit incentive which was contingent on her resignation effective December 16, 2011. Because Superintendent will not resign effective December 16, 2011, she agrees to repay to the District the amount she previously received.

3.3 **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.

3.4 **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 her duties as Superintendent. Subject to Board approval, the District shall also reimburse the Superintendent for professional and civic association dues related to her 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.

3.5 **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.

3.6 **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 her 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.

3.7 **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 her or damages incurred by the Superintendent, for any act or failure to act involving her exercise of judgment and discretion within the normal course and scope of her duties as Superintendent. This provision does not apply if the Superintendent is found to have materially breached her 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 her 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 she 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.

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

3.9 **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 her 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.

3.10 **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.

3.11 **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, she shall not be entitled to

additional compensation or compensatory work credit in future years. The Superintendent shall submit her 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.

3.12 **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 December 7, 2011 and ending on June 30, 2014, 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 her 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, 2014. Prior to June 30, 2014 the Superintendent shall have no vested right in her 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. 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.

4.2 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

4.3 **Bonus Payment Based on District Adequate Yearly Progress (AYP).** The District shall pay the Superintendent Ten Thousand Dollars (\$10,000) each year the District "Meets AYP" during the contract period. Such payment will be made when the District receives official notification of Adequate Yearly Progress (AYP) results from the Texas Education Agency or the United States Department of Education.

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 her 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 her 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 3.6 for a period of one (1) year. The District shall have no further liability 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 Thirty Five Thousand Dollars (\$235,000). 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 her duties as Superintendent. Furthermore, the Superintendent will not be entitled to a hearing or any other due process relating to her 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 her employment at the District and/or her 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 her employment at the District or her departure from her employment with the District.

VI. MISCELLANEOUS

6.1 **Nepotism.** With the exception of any individuals already employed by the District as of December 7, 2011, 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, she will consult with the Board before any recommendation to hire is made.

6.2 **Residency.** The Superintendent agrees that she will reside within the boundaries of the District 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.

**GALENA PARK INDEPENDENT
SCHOOL DISTRICT**

ATTEST:

By: _____

Joe Stephens
Joe Stephens
Vice President
Board of Trustees

Date: _____

12-12-2011

By: _____

Wilfred J. Broussard, Jr.
Wilfred J. Broussard, Jr.,
President
Board of Trustees

Date: _____

12-12-2011

DR. ANGI WILLIAMS

Dr. Angi Williams
Dr. Angi Williams

Date: _____

12-12-2011

TH302780

Superintendent and Board of Trustees Disclosure Requirements

Expenditures and/or reimbursements paid directly to or on-behalf of the Superintendent and Board Members for fiscal year 2010-2011:

Description of Reimbursement	Dr. Mark Henry	Dr. Angi Williams	Ramon Garza	Jeff Miller	Dawn Fisher	June Harris	Wilfred Broussard	Joe Stephens	Wanda Heath Johnson
Meals	\$ 1,734.81	\$ 63.91	\$ 91.78	\$ 95.41	\$ 65.31	\$ 314.24	\$ 274.16	\$ 157.77	\$ 429.32
Lodging	1,689.97	-	-	-	-	204.17	408.34	-	1,345.22
Transportation/Mileage	17,418.45	46.49	-	-	-	279.20	218.90	12.00	1,531.27
Banquet and Charity Events	2,710.00	-	349.29	319.29	319.29	349.29	349.29	349.28	249.27
Awards/Gifts	483.42	27.95	352.85	352.84	527.84	542.22	400.76	498.44	352.81
Dues/Membership Fees	1,917.30	15.00	21.58	21.57	21.57	21.57	21.57	21.57	21.57
Home Internet/Phones	451.58	40.22	451.86	-	-	441.81	-	-	-
Registration	1,440.00	1,000.00	295.00	295.00	295.00	655.00	645.00	470.00	1,884.00
Other	1,440.46	-	829.00	829.00	829.00	828.98	828.97	828.97	828.97
Total	\$ 29,285.99	\$ 1,193.57	\$ 2,391.36	\$ 1,913.11	\$ 2,058.01	\$ 3,636.48	\$ 3,146.99	\$ 2,338.03	\$ 6,642.43

Business transactions between GPISD and Board Members for fiscal year 2010-2011:

Vendor Name	Board Member Affiliation	Amount Paid
Slocumb Insurance Agency	Jeff Miller	\$ 20,110.00
Halo Corporation	June Harris	6,010.30
		\$ 26,120.30

1. Slocumb Insurance Agency – gross premiums for the district's boiler and machinery insurance policies, as well as surety/crime bonds for select district administrators.
2. Halo Corporation – payments under an agreement where promotional items can be purchased for district activities and events.

Notes:

1. The Superintendent received no outside compensation in exchange for professional consulting or other personal services.
2. No gifts from outside entities or competing vendors were received by the Superintendent, Board of Trustees, or members of their immediate families.

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

<u>General Fund - First-Quarter Expenditures By Object Code</u> Report 2011-2012 first-quarter (first three months of fiscal year 2011-2012) GENERAL FUND expenditures by object code using whole numbers.	Object Code Series	Amount
Payroll Expenditures for payroll costs	6110-6149	\$ 28,400,076
Contract Costs Expenditures for services rendered by firms, individuals, and other organizations	6200	\$ 2,324,421
Supplies and Materials Expenditures for supplies and materials necessary to maintain and/or operate furniture, computers, equipment, vehicles, grounds, and facilities	6300	\$ 1,249,728
Other Operating Expenditures for items other than payroll, professional and contracted services, supplies and materials, debt service, and capital outlay	6400	\$ 1,537,386
Debt Service Expenditures for debt service	6500	\$ 357,459
Capital Outlay Expenditures for land, buildings, and equipment	6600	\$ 312,870

Additional Financial Solvency Questions

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

Within the last two years, did the school district

- 1) draw funds from a short-term financing note (term less than 12 months) between the months of
September and December, inclusive, and
- 2) for the prior fiscal year, have a total General Fund balance of less than 2 percent of total
expenditures for General Fund function codes 11-61?

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

Yes	No
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Summary Schedule of Data Submitted Under the Financial Solvency Provisions of TEC §39.0822

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

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

4) Galena Park ISD's student-to-teacher ratios were 13.6 for 2009-2010 and 14.0 for 2010-2011, which have been above 85% of the mean for both years. The student-to-staff ratios were 6.92 for 2009-2010 and 6.95 for 2010-2011.

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

5) How many business managers has your school district had in the last five years? 3