

School FIRST Annual Financial Management Report 2014 - 2015 GRAHAM INDEPENDENT SCHOOL DISTRICT

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA,
Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(o). Effective 8/6/2015.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site.
If published on the Internet, the contract is to remain accessible for twelve months.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2015

<u>Description of Reimbursements</u>	<u>Lane Ledbetter</u>	<u>Win Graham</u>	<u>David McClendon</u>	<u>Dori Cawley</u>	<u>Andrea Lowery</u>	<u>Meredith Lucas</u>	<u>Stan Peavy</u>	<u>Tricia Reed</u>
Meals	83.26 \$		23.01	23.01 \$		23.01	71.01	23.01
Lodging	796.49	423.02	452.24	452.24	308.9	469	692	443
Transportation	130.8							
Motor Fuel								
Other	1285	295	295	295	295	295	295	295
Total	\$2,295.55	\$718.02	\$770.25	\$770.25	\$603.90	\$787.01	\$1,058.01	\$761.01

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, 2015
Name(s) of Entity(ies)

Amount Received
 \$

Total \$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period
 Ended August 31, 2015

	Win	David	Dori	Andrea	Meredith	Stan	Tricia
Lane Ledbetter	Graham	McClendon	Cawley	Lowery	Lucas	Peavy	Reed
Total	0	0	0	0	0	0	0

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, 2015

	Win	David	Dori	Andrea	Meredith	Stan	Tricia
Graham	McClendon	Cawley	Lowery	Lucas	Peavy	Reed	
Amounts	0	0	0	0	0	0	0

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.

Date given Superintendent: 8-5-15

Date returned by Superintendent: 8-5-15

STATE OF TEXAS

COUNTY OF YOUNG

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the GRAHAM INDEPENDENT SCHOOL DISTRICT ("GISD") and Sonny Cruse ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for GISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of two years and 11 months, commencing on August 6, 2015, and ending on June 30, 2018. The 11-month period shall be served August 6, 2015, to June 30, 2016; thereafter, the annual term of the contract shall be July 1 to June 30. This contract is not for a specific number of days within a year, and there are no "non-duty" days under this contract.
- 1.2 GISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

II. Employment

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the GISD, as prescribed by Texas law and in the adopted job description and as may be assigned by action of the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the GISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by GISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.

- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, except that the Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, the Superintendent's evaluation, and from those closed meetings devoted to interpersonal relationships between individual Board members. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.
- 2.6 *Indemnification.* To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, GISD agrees to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the GISD, provided the incident(s) that is (are) the basis of any such demand, claim, suit, action, judgment, expense and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the GISD, acting in good faith within the course and scope of Superintendent's employment with the GISD; excluding, however, any such demand, claim, suit, action, judgment, expense and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. Upon such determination, Superintendent is liable to GISD for any amounts expended on his behalf; however, GISD and Superintendent agree that neither GISD nor Superintendent shall be liable to pay any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the GISD or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the GISD, if such legal counsel is not also GISD's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, and the Texas Constitution, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

III. Compensation and Benefits

- 3.1 *Salary.* During the first year of the contract, the GISD shall provide the Superintendent with an annual salary not less than \$ 150,000. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.

- 3.3 *Vacation, Holidays, Leave Benefit.* The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days of vacation annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. Vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. The Superintendent shall observe the same holidays and breaks as provided by Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
- 3.4 *Electronic Communications Allowance.* GISD shall pay a monthly allowance of \$ 250.00 for the Superintendent's cellular or wireless smartphone service, including a data plan. The Superintendent shall be responsible for selecting a provider, shall carry the account in his own name, and shall be personally responsible for payment of all expenses incurred or related to the service.
- 3.5 *Travel Allowances and Other Expenses.* The GISD shall provide the Superintendent with an In-District Automobile Travel Allowance in the sum of \$666.67 per month. The automobile travel allowance includes compensation for all in-district mileage and gasoline. The Superintendent shall be compensated for out-of-district travel at actual costs, unless expenses are paid with a district-provided credit card. The In-District Travel allowance and out-of-district travel expenses may be reviewed by the Board, and the Board policy may limit or require pre-approval of out-of-district travel.
- 3.6 *Insurance.* The GISD shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the GISD for its administrative employees.
- 3.7 *Professional Growth.* The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the GISD. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the GISD. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The GISD does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. GISD shall pay the Superintendent's dues or cost of membership for three professional organizations of his selection, provided one such organization shall be the American Association of School Administrators/Texas Association of School Administrators.

- 3.8 *Civic Activities.* The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the GISD. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The GISD shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the district, subject to advance Board approval.
- 3.9 *Moving Expenses.* In connection with the necessary relocation of the Superintendent and his family to the area, the GISD shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent, the Superintendent's family and belongings and for the actual cost of a one-time move of all the Superintendent's household goods and possessions from Huntsville, Texas to a location designated by the Superintendent within the geographic boundaries of the GISD. The Superintendent shall document all expenses with receipts, cancelled checks, or credit card statements, and the GISD shall reimburse the Superintendent for all documented expenses up to but not to exceed \$7,500.

IV. Annual Performance Goals

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the GISD. The goals approved by the Board ("District Goals") shall at all times be memorialized in writing and reflected in Board minutes or the Superintendent's annual written evaluation and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. Review of Performance

- 5.1 *Time and Basis of Evaluation.* The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and applicable law, and shall be based on the GISD'S progress towards accomplishing the District Goals. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting, unless the Superintendent expressly requests otherwise in writing.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board and shall be in accordance with the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Renewal or Nonrenewal of Term Contract

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *Resignation.* The Superintendent may leave the employment of the GISD at the end of a school year without penalty by filing a written resignation with the Board not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.
- 7.3 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances; Insubordination or failure to comply with lawful written or oral directives issued by action of the Board or failure to comply with Board policies;
 - (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees.
 - (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
 - (4) Neglect of duties;
 - (5) Drunkenness or excessive use of alcoholic beverages;
 - (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;

- (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (8) Failure to meet the GISD's standards of professional conduct;
- (9) Failure to comply with reasonable GISD professional development requirements;
- (10) Excessive absences, i.e., absences not in compliance with GISD policy or procedures, including applicable state and federal law.
- (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (12) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the GISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (13) Assault on an employee or student;
- (14) Knowingly falsifying records or documents related to the GISD's activities;
- (15) Conscious misrepresentation of facts to the Board or other GISD officials in the conduct of the GISD's business; or
- (16) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies, federal law, and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

- 8.1 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas and shall be performed in Young County, Texas, unless otherwise provided by law.
- 8.2 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.
- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or

unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

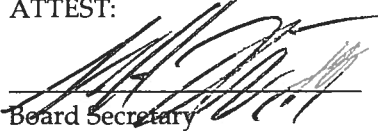
EXECUTED at the City of Graham, County of Young and State of Texas, this 5 day of August, 2015, pursuant to action of the Board of Trustees at a meeting held on August 5, 2015, for which there was a properly posted agenda that included an item related to employment of a superintendent.


GRAHAM INDEPENDENT SCHOOL DISTRICT

By: 

President Board of Trustees

ATTEST:


Board Secretary


Superintendent