

Financial Management Performance Report



2015-2016

District Status

Public Hearing

January 22, 2018

Kilgore ISD

Financial Accountability Management Report

This is the 15th year of School FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas school districts developed of the Texas Education Agency in response to Senate Bill 875 of the 76th 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.

The School FIRST accountability Rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being "A" for "Superior Achievement", "B" for "Above Standard Achievement", "C" for "Standard Achievement" and "F" for "Substandard Achievement." Districts that receive the "Substandard Achievement" ratings under School FIRST must file a corrective action plan with the Texas Education Agency. The Kilgore ISD received a rating of "A."

The rating system for the prior 13 years has varied. In each of these years Kilgore Independent School District has secured the systems highest rating available for each year.

The current system has fifteen indicators with a possible score of 100. Kilgore Independent School District received a perfect score of 100.

The "2016-2017 Ratings Based on School Year 2015-2016 Data" is attached to this report as Exhibit A. The report contains each indicator and the result for the district. Anyone wishing to receive more details in any individual indicator, or any financial matter is asked to contact the District's Chief Financial Officer or may find the data on The Texas Education Agency website.

The Superior rating is due to successful efforts of the Board of Trustees, administration, faculty and staff of Kilgore ISD. These groups have successfully utilized resources available to the district to provide a quality education to the students of Kilgore ISD. Kilgore ISD is committed to continuing the efficient and effective use of all resources.

Included in the report is information concerning the superintendent and board members and information concerning the District's financial solvency. This information, presented in Exhibit B, is being given in an attempt to comply with the provisions of Title 19, TAC, Section 109.1001 and is presented in the format recommended by the Texas Education Agency. The contract of the superintendent has been included. (Exhibit C)

Exhibit A

2016-2017 Ratings

Based on School Year 2015-2016 Data

RATING YEAR 2016-2017

Select An Option

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Financial Integrity Rating System of Texas

2016-2017 RATINGS BASED ON SCHOOL YEAR 2015-2016 DATA - DISTRICT STATUS DETAIL

Name: KILGORE ISD(092902)	Publication Level 1: 8/8/2017 2:29:29 PM
Status: Passed	Publication Level 2: 8/8/2017 2:29:29 PM
Rating: A = Superior	Last Updated: 8/8/2017 2:29:29 PM
District Score: 100	Passing Score: 60

#	Indicator Description	Updated	Score
1	<u>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?</u>	3/28/2017 11:36:22 AM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<u>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.)</u>	3/28/2017 11:36:22 AM	Yes
2.B	<u>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.)</u>	3/28/2017 11:36:23 AM	Yes
3	<u>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.)</u>	3/28/2017 11:36:23 AM	Yes
4	<u>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?</u>	3/28/2017 11:36:23 AM	Yes
5	<u>Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)</u>	3/28/2017 11:36:23 AM	Yes
			1 Multiplier Sum

6	<u>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.)</u>	3/28/2017 11:36:24 AM	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	3/28/2017 11:36:24 AM	10
8	<u>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 10 percent or more, then the school district passes this indicator.) (See ranges below.)</u>	3/28/2017 11:36:24 AM	10
9	<u>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?</u>	3/28/2017 11:36:25 AM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	5/18/2017 12:24:28 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/28/2017 11:36:25 AM	10
12	<u>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.)</u>	6/21/2017 8:19:19 PM	10
13	<u>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?</u>	3/28/2017 11:36:26 AM	10
14	<u>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.)</u>	3/28/2017 11:36:26 AM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	3/28/2017 11:36:26 AM	10
			100 Weighted Sum
			1 Multiplier Sum
			100 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, 5, or 2.A? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100

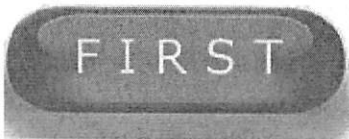
B = Above Standard	80-89
C = Meets Standard	60-79
F = Substandard Achievement	<60
No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.	

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 1

Name:	KILGORE ISD (092902)
Indicator:	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?
Status	Passed
Last Updated:	3/28/2017 11:36:22 AM

FORMULA

Field	Value
Date Received	2017/01/04
\leq Due Date (Fiscal Year End + Deadline in Days After Fiscal Year End)	2017/02/28

RESULT DETERMINATION REFERENCE

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

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 5

Name:	KILGORE ISD (092902)
Indicator:	Was the total unrestricted net position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)
Status	Passed
Last Updated:	3/28/2017 11:36:23 AM

FORMULA

Field	Value
(
(
2015-2016 Total Membership	4,031
- 2011-2012 Total Membership	3,907
)	
/ 2011-2012 Total Membership	3,907
>= Threshold for Five-Year Percent Change in Students	0.1
)	
Or	
(
(
Total Unrestricted Net Position Balance	11,020,130
+ Accretion of Interest for Capital Appreciation Bonds	0
+ Net Pension Liability	5,578,550
)	
> 0	
)	
Mathematical Breakdown: 0.0317 >= 0.1 Or 16,598,680 > 0	

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if EITHER of the following CONDITIONS is TRUE:

1. The District's Five-Year Percent Change in Students was 10% or MORE.

---- OR ----

2. The sum of Total Unrestricted Net Asset Balance in the governmental activities column in the Statement of Net Assets, Accretion of Interest for Capital Appreciation Bonds, and Net Pension Liability, as applicable, was GREATER THAN ZERO.

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 6

Name:	KILGORE ISD (092902)
Indicator:	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)
Result/Points	10
Last Updated:	3/28/2017 11:36:24 AM

FORMULA

Field	Value
(
(
Cash and Equivalents	510,478
+ Current Investments	12,213,346
)	
/	
(
Total Expenditures	29,030,218
- Facilities Acquisition and Construction	212,034
)	
)	
* 365	
Mathematical Breakdown: 161.155	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
>=90	<90 >=75	<74 >=60	<60 >=45	<45 >=30	<30

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 7

Name:	KILGORE ISD (092902)
Indicator:	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)
Result/Points	10
Last Updated:	3/28/2017 11:36:24 AM

FORMULA

Field	Value
Current Assets	20,281,343
/ Current Liabilities	3,700,072
Mathematical Breakdown: 5.4813	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≥ 3.00	$< 3.00 \geq 2.50$	$< 2.50 \geq 2.00$	$< 2.00 \geq 1.50$	$< 1.50 \geq 1.00$	< 1.00

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Financial Integrity Rating System of Texas

2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 8

Name:	KILGORE ISD (092902)
Indicator:	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.) (See ranges below.)
Result/Points	10
Last Updated:	3/28/2017 11:36:24 AM

FORMULA

Field	Value
(
(
Long Term Liabilities	50,730,120
- Net Pension Liability	5,578,550
)	
/ Total Assets	92,243,899
<= 1	
)	
Or	
(
(
2016 Total Students	4,031
- 2012 Total Students	3,907
)	
/ 2012 Total Students	3,907
>= Threshold for Five-Year Percent Change in Students	0.1
)	
Mathematical Breakdown: 0.4895 <= 1 Or 0.0317 >= 0.1	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

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

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 9

Name:	KILGORE ISD (092902)
Indicator:	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?
Result/Points	10
Last Updated:	3/28/2017 11:36:25 AM

FORMULA

Field	Value
(
Total Revenue	30,676,691
/	
(
Total Expenditures	29,030,218
-	
Facilities Acquisition and Construction	212,034
)	
-	1
)	
>=	0
Or	
(
(
Cash and Equivalents	510,478
+	
Current Investments	12,213,346
)	
/	
(
Total Expenditures	29,030,218
-	
Facilities Acquisition and Construction	212,034
)	
)	
*	365
>=	Acceptable Days Cash on Hand
	60
Mathematical Breakdown: 0.0645 >= 0 Or 161.155 >= 60	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10

0

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Financial Integrity Rating System of Texas

2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 10

Name:	KILGORE ISD (092902)
Indicator:	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)
Result/Points	10
Last Updated:	5/18/2017 12:24:28 PM

FORMULA

Field	Value
(
Total Revenues (in the General Fund and Debt Service Fund)	35,299,877
- Total Expenditures (in the General Fund and Debt Service Fund)	33,922,966
+ Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	4,892,748
+ Fund Code 599 (Ending Debt Service fund balance)	1,537,273
+ Function Code 81	212,034
)	
/ Debt Service function codes 71, 72, and 73 (in the General Fund and Debt Service Fund)	4,892,748
Mathematical Breakdown: 1.6389	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≥ 1.20	$< 1.20 \geq 1.15$	$< 1.15 \geq 1.10$	$< 1.10 \geq 1.05$	$< 1.05 \geq 1.00$	< 1.00

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 11

Name:	KILGORE ISD (092902)
Indicator:	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)
Result/Points	10
Last Updated:	3/28/2017 11:36:25 AM

FORMULA

Field	Value
District Administrative Cost Ratio	0.0854
And	
ADA	3,865.004
Or	
Sparse	false

RESULT DETERMINATION REFERENCE

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

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Financial Integrity Rating System of Texas

2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR
TEST 12

Name:	KILGORE ISD (092902)
Indicator:	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)
Result/Points	10
Last Updated:	6/21/2017 8:19:19 PM

FORMULA

Field	Value
(2015-2016 Total Enrollment	4,039
/ 2015-2016 Number of FTE Staff	539.0838
)	
/	
(2013-2014 Total Enrollment	4,014
/ 2013-2014 Number of FTE Staff	521.8236
)	
- 1	
> Threshold for Three-Year Percent Change in Ratio	-0.15
Or	
2015-2016 Total Enrollment	4,039
- 2013-2014 Total Enrollment	4,014
> 0	
Mathematical Breakdown: $-0.026 > -0.15$ Or $25 > 0$	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS

10	0
Yes	No

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 13

Name:	KILGORE ISD (092902)
Indicator:	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?
Result/Points	10
Last Updated:	3/28/2017 11:36:26 AM

FORMULA

Field	Value
Sum of Differences	62
/ Denominator	29,030,258
< Acceptable Level of Variance	.03
Mathematical Breakdown: $0 < 0.03$	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
< 3%	>= 3%

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2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 14

Name:	KILGORE ISD (092902)
Indicator:	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)
Result/Points	10
Last Updated:	3/28/2017 11:36:26 AM

FORMULA

Field	Value
Not Material Non-Compliance	false

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
Yes	No

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Financial Integrity Rating System of Texas

2016-2017 RATINGS BASED ON 2015-2016 SCHOOL YEAR DATA INDICATOR TEST 15

Name:	KILGORE ISD (092902)
Indicator:	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?
Result/Points	10
Last Updated:	3/28/2017 11:36:26 AM

FORMULA

Field	Value
No Adjusted Repayment Schedule	true

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
Yes	No

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Exhibit B

**First Rating Supplement Information
Superintendent and Board of Trustees**

Kilgore 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 109.1005. Amended to be effective 2/3/11.

Superintendent's Current Employment Contract

Attached

Reimbursements Received by the Superintendent and Board Members for the Fiscal Year 2016

**For the Twelve-Month Period
Ended August 31, 2015**

March-August 01, 2016

	Dereck	Trey	Reggie	Joe	Scott	Cindy	John	
Superintendent								
Description of Reimbursements	Cara Cooke	Borders	Hattaway	Henson	Parker	Montgomery	Edmonds	Slagle
Meals				35.34		48.54		
Lodging	1,934.06	761.02	783.27	728.41	647.88	781.02	647.88	816.13
Transportation					363.07	363.07		
Motor Fuel								
Other	750.00	400.00	375.00	400.00	475.00	375	529	400.00
Total	2,684.06	1,161.02	1,158.27	1,163.75	1,485.95	1,567.63	1,176.88	1,216.13

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, 2016**

<u>Name(s) of Entity(ies)</u>	Amount Received
None Reported	\$
Total	<u>\$0.00</u>

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)

**For the Twelve-Month Period
Ended August 31, 2016**

[illegible]

Business Transactions Between School District and Board Members

**For the Twelve-Month Period
Ended August 31, 2016**

[illegible]

Exhibit C

Superintendent Contract

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GREGG §

WITNESSETH:

I. Term

The Superintendent shall have charge of the administration of the schools under the oversight and supervision of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules and procedures deemed necessary for

the efficient operation of the District; and in general perform all duties incident to the office of the Superintendent and such duties.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

2.4 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, salary or benefits; evaluation of the Superintendent's performance; or for purposes of resolving conflicts between individual Board members; or when the Board is acting in its capacity as a tribunal.

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

2.6 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any: and all demands, claims, suits, actions, 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 District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand claim, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any cost, fees, expenses, or damages that would be recoverable or payable under an insurance contract held either by District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual

agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

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.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One Hundred Forty-Five Thousand Four Hundred and Forty Dollars (\$145,440.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the District's policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will 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. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 Insurance. The Superintendent may receive health insurance coverage on the same terms as those available to all District administrative employees.

3.5 Term Life Insurance. The Superintendent shall receive the same term life insurance contributions and benefits as all District administrative employees.

3.6 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. 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 District. 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 District 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. The District shall pay the Superintendent's membership dues in the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.7 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 District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of her duties as Superintendent. Before 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 her duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in civic organizations in which the Superintendent participates and reimburse related travel outside of the District, subject to advance Board approval.

3.8 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.9 Expenses. The District shall pay or reimburse the Superintendent for reasonable 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 travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the

performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.10 Technology Allowance. The Superintendent shall maintain a personal mobile telephone and shall not open an account in the name of the District. The Superintendent shall have total responsibility of payment of her personal mobile phone account. The District shall pay Superintendent a personal technology allowance of One Hundred Fifty Dollars (\$150.00) per month during the term of this contract to be used by Superintendent at her discretion.

3.11 Laptop Computer. The District shall provide a laptop computer for the Superintendent's business and personal use, at the sole cost and expense of the District. The Superintendent shall comply with the District's policies regarding computer use.

3.12 Car Allowance. The District will provide the Superintendent an automobile allowance in the sum of \$600.00 per month during the term of this Contract.

IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District's 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 Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall consider the District's progress towards accomplishing the District Goals.

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

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, 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. Extension, Nonrenewal, or Termination of Employment Contract

6.1 Extension/Nonrenewal. Extension of this contract before the end of the current term is within the Board's discretion. Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

6.2 Termination by Mutual Agreement. This Agreement may be terminated by the mutual agreement of the parties in writing and upon such terms and conditions as may be agreed upon.

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

6.4 Disability of Superintendent. Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident or other cause, and said disability exists after all accrued leave has been exhausted, the District may make appropriate deduction from the Superintendent's annual base salary for any additional days in which the Superintendent is unable to perform the duties of her position. If such disability continues for a continuous period of one hundred eighty (180) days, or if such disability is permanent or irrevocable as determined by a physician mutually acceptable to the Board and the Superintendent's or her representative, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties and obligations herein stated shall terminate, unless specifically provided to the contrary.

If a question arises concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of Texas and who is mutually acceptable to the Board and the Superintendent. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits him from performing any or all of her duties.

6.5 Termination for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" includes, but is not necessarily limited to the following:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any remediable incompetency or inefficiency;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with the Board's policies or the District's administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;

- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Assault on an employee or student;
- k. Knowingly falsifying records or documents related to the District's activities;
- l. Conscious misrepresentation of facts to the Board Or other District officials in the conduct of the District's business;
- m. Failure to fulfill requirements for superintendent certification;
- n. Failure to maintain a strong moral character in accordance with the Board's expectation that the Superintendent set himself forth as an example to the District and community as a person of high morals and good character; or
- o. Any other reason constituting "good cause" under Texas law.

6.6 Termination Procedure. In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law. If the Superintendent chooses to be represented by legal counsel in any such proceedings, she shall bear any costs therein involved.

6.7 Resignation of Superintendent. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

VII. Miscellaneous

7.1 Controlling Law and Venue. Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be Gregg County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be the Tyler Division of the Eastern District of Texas.

7.2 Complete Agreement. This Contract constitutes the entire agreement between the Parties. All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the superintendent are superseded by this Contract.

7.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

7.4 Savings Clause. If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other

provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.


7.5 Amendment. This Contract may not be amended except by written agreement of the Parties.

7.6 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any substantive, legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

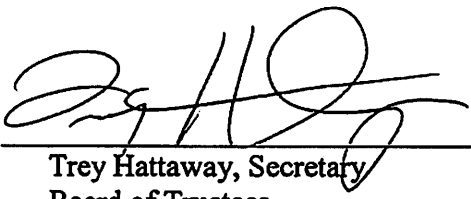
7.7. Legal Representation. Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract and this Contract shall not be construed as if either party was the primary drafter of the Contract.

EXECUTED the 28th day of August, 2017.

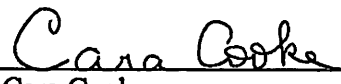
KILGORE INDEPENDENT SCHOOL DISTRICT

By: 
Dereck Borders, President
Board of Trustees

ATTEST:

By: 
Trey Hattaway, Secretary
Board of Trustees

SUPERINTENDENT

By: 
Cara Cooke