



KLEIN INDEPENDENT SCHOOL DISTRICT

**A Public Hearing of the Klein ISD
Board of Trustees to discuss the
Schools FIRST Financial Accountability Rating System**

GUIDELINES FOR THE PUBLIC HEARING

November 10, 2025, 6:00 P.M.

We are very pleased that you have joined us for this Public Hearing to discuss the Schools FIRST financial accountability rating system.

The following rules of procedures will apply to tonight's hearing:

1. The president will announce at the beginning of the meeting that all who desire to speak for public comment must be received by 10:30 a.m. as described in section 3 of the agenda.
2. The speakers must confine their remarks to the District's rating on the Schools FIRST financial accountability rating system.
3. All speeches are limited to two minutes unless the time is extended by a vote of the Board of Trustees.

FINANCIAL MANAGEMENT PERFORMANCE REPORT

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November 10, 2025

Dr. Jenny McGown
Superintendent of Schools

Dear Dr. McGown,

Klein Independent School District received a rating of “A=Superior” under Texas’ Schools FIRST financial accountability rating system based upon an analysis of staff, student, budgetary and actual financial data reported for the fiscal year ending June 30, 2024. The Superior rating is the state’s highest, demonstrating the quality of Klein ISD’s financial management and reporting system.

The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being “A=Superior” followed by “B=Above-Standard,” “C=Meets Standard” and “F=Substandard Achievement.” Districts that receive the “F=Substandard Achievement” rating under Schools FIRST must file a corrective action plan with the Texas Education Agency.

This is the twenty third year of Schools FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts, developed by the Texas Education Agency in response to Senate Bill 875 of the 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 accountability indicators and required disclosures including a copy of the Superintendent’s contract, details of reimbursements to the Superintendent and members of the Board, and additional statements relating to any outside compensation of the Superintendent, any gifts to District officials or Board members, and any business transactions between the District and members of the Board of Trustees. The accountability indicators are explained on pages 10-14, and the required disclosures are on page 15.

The Klein ISD has received the highest rating possible under Texas’ Schools FIRST financial accountability rating system for twenty-three consecutive years. This rating shows that Klein’s schools are accountable not only for student learning, but also for achieving these results cost-effectively and efficiently.

Respectfully submitted,



Daniel A. Schaefer, CPA
Chief Financial Officer



Jason J. Gossett
Executive Director of Business Services

IN KLEIN ISD, **EVERY** STUDENT ENTERS WITH **A PROMISE** & EXITS WITH **A PURPOSE**

Our shared vision is accomplished through our strategic priorities of Cultivate Talent, Build Community, and Reimagine Learning. Our Guiding Documents of Profile of a Learner, Profile of a Leader, and our Definition of High-Quality Teaching align and drive our work for our students.



Klein ISD will listen, learn & continuously improve to ensure our employees are fully supported & engaged.

- Recruit and retain high-quality employees to benefit student outcomes
 - Develop and value our employees in every position through personalized, professional learning and meaningful leadership development opportunities
- Foster opportunities for two-way
- communication and collaboration that empower our employees to be heard and have a voice that positively impacts and supports Klein ISD's tradition of excellence



Klein ISD will build trust with our students, parents, families & community to know & serve every student by name, strength & need.

- Maintain safe and disciplined schools to ensure learning environments that develop students of integrity
- Equip our parents and families with resources and support to be successfully engaged in their children's learning journey
- Encourage positive and productive partnerships between the Klein Family and Klein community so that every person is treated with dignity and respect



Klein ISD will provide the best learning experience to empower our learners to excel in academics, the arts & athletics.

- Provide an engaging curriculum rooted in a strong academic foundation that supports real-life, meaningful learning opportunities to inspire every learner
- Ensure a learning environment that supports strong mental health and overall wellness for every member of our Klein Family
- Partner with parents and families to guide our students in pursuing and achieving their learning goals for college, career, and military aspirations through innovative pathways of choice

DATE:	August 7, 2025
SUBJECT:	Preliminary 2024–2025 FIRST Ratings
CATEGORY:	Accreditation Information
NEXT STEPS:	Share with appropriate staff

Texas’s school financial accountability rating system, known as the Financial Integrity Rating System of Texas (FIRST), provides accountability for Texas public schools on the quality of their financial management practices and that they improve these practices. The purpose of this letter is to inform Texas public school systems about the planned public posting of the preliminary 2024–2025 FIRST ratings.

Release of 2024–2025 FIRST ratings

The preliminary 2024-2025 FIRST ratings are now available for a preview in the School FIRST and Charter FIRST applications in the [Texas Education Agency Login \(TEAL\)](#) application. **The agency will release the ratings to the public on August 8, 2025.** To access your school system’s FIRST rating, click the [Financial Integrity Rating System of Texas](#) link. Then, click the appropriate link as follows:

- School districts must use the School District FIRST Ratings link.
- Charter schools must use the Charter FIRST Ratings link.

Basis for FIRST Rating

Your school system’s rating is based on an analysis of the school system’s financial data for fiscal year 2024 (the fiscal period ended June 30, 2024, or August 31, 2024, depending on the ending date of your school system’s fiscal year). TEA determined your school system’s rating using the financial indicators specified in:

- [19 Texas Administrative Code \(TAC\) §109.1001\(e\)\(8\)](#) for school districts; and
- [19 TAC §109.1001\(f\)\(8\)](#) or [19 TAC §109.1001\(g\)\(2\)](#) for charter schools, depending upon the type of charter school operated.

Please carefully review your school system’s preliminary FIRST rating and the data associated with each of the indicators.

Opportunity for Appeal

If your school system wishes to appeal an adverse issue it identifies in the preliminary rating, your school system may submit a written appeal with supporting evidence to the TEA Financial Compliance Division in the manner noted below. For the appeal to be considered, TEA must receive it on or before **September 8, 2025.**

- School districts must submit appeals and supporting documentation to the following email address: FinancialAccountability@tea.texas.gov.

- Charter schools must submit appeals and supporting documentation in the Charter FIRST application via the [Texas Education Agency Login \(TEAL\)](#) application by completing the following steps:
 1. Select your charter school’s county-district number (CDN).
 2. Go to the **Indicator Detail Summary** tab and select the indicator your charter school wants to appeal.
 3. Click the **Appeal** button, which is in the bottom right of the screen, and complete the information on the **Appeal Details** screen.

Please see [19 TAC §109.1001\(n\)](#) for the rules regarding the filing of an appeal. As stated in that section, TEA will consider only an appeal that would result in a change to your school system’s rating. **If no appeal is submitted by your school system, your school system’s preliminary rating becomes final on the 31st day after the preliminary ratings are released (September 9, 2025).**

Final FIRST Rating and Required Reporting

TEA will issue final ratings to school districts and charter schools after we have reviewed any submitted appeals. Final 2024–2025 School FIRST and Charter FIRST ratings are scheduled for release in November 2025.

Within two months of the release of your school system’s final School FIRST or Charter FIRST rating, your school system must announce and hold a public meeting to distribute a financial management report that explains the school system’s rating and its performance under each indicator for the current and previous year’s ratings. If your school system does not submit an appeal, your school system may choose to use the date that the rating automatically became final as a basis for the two-month deadline to hold the public hearing.

The report also must provide the financial information described in [19 TAC §109.1001\(q\)\(3\)](#). TEA encourages school systems to include additional information in the report that will be beneficial to stakeholders, especially information explaining any special circumstances that may have affected the school system’s performance under one or more of the indicators.

The required newspaper notice, to inform taxpayers of the meeting, must be published no more than 30 days and no fewer than 10 days before the public meeting. Your district or charter school may combine the meeting with a scheduled regular meeting of the board of trustees or governing board, respectively.

For full requirements related to the report and meeting, see [19 TAC §109.1001\(q\)](#). For a template that your school system can use in developing its financial management report:

- districts should see the TEA [School FIRST](#) web page and
- charter schools should see the TEA [Charter FIRST](#) web page.

To access additional rules concerning financial accountability ratings, please see [19 TAC §109.1001](#).

Accreditation Status

Please note that the TEA considers a school system's FIRST rating when assigning an accreditation status, as required by the accreditation status rules in [19 TAC §97.1055](#).

Contact for Further Information

If you have questions about your school system's FIRST rating, you may send an email to FinancialAccountability@tea.texas.gov or you may contact:

- Robin Aldridge at (512) 463-3940 or by email at Robin.Aldridge@tea.texas.gov for School FIRST
- Roger Seemion at (512) 936-3712 or by email at Roger.Seemion@tea.texas.gov for Charter FIRST

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

Name: KLEIN ISD(101915)	Publication Level 1: 8/8/2025 12:54:09 PM
Status: Passed	Publication Level 2: 8/8/2025 4:49:42 PM
Rating: A = Superior Achievement	Last Updated: 8/8/2025 4:49:42 PM
District Score: 96	Passing Score: 70

#	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>	4/23/2025 6:09:51 PM	Yes
2	<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>	4/23/2025 6:09:51 PM	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>	4/23/2025 6:09:51 PM	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? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	4/23/2025 6:09:51 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	<u>Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the</u>	4/23/2025 6:09:51 PM	Ceiling Passed

	<u>maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>		
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:51 PM	Ceiling Passed
7	<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 in the Determination of Points section.</u>	4/23/2025 6:09:51 PM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:51 PM	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? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:51 PM	10
10	This indicator is not being evaluated.		10
11	<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 increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</u>	4/23/2025 6:09:51 PM	8
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	4/23/2025 6:09:51 PM	8
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:51 PM	10
14	<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>	4/23/2025 6:09:51 PM	10
15	<u>Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:51 PM	5
16	<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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:51 PM	Ceiling Passed
17	<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 and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	4/23/2025 6:09:51 PM	Ceiling Passed
18	<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>	4/23/2025 6:09:51 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	4/23/2025 6:09:51 PM	5

20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/23/2025 6:09:51 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/23/2025 6:09:51 PM	Ceiling Passed
			96 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			96 Score

DETERMINATION OF RATING

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

CEILING INDICATORS

<p>Did the school district meet the criteria for any of the following ceiling indicators 4, 5, 6, 16, 17, 20, or 21? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.</p>		
Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 5 (Total Net Position) - Negative total net position and do not have 7% or more or 1.000 or more increase in growth in students in membership over 5 years.	79	C = Meets Standard Achievement

Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) - Response to indicator is <i>Yes</i> .	70	C = Meets Standard Achievement

Home Page: [Financial Compliance | Texas Education Agency](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

THE TEXAS EDUCATION AGENCY
 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.15.11.0

2024-25 FIRST Rating
Based on School Year 2023-24 Data
Explanation of Indicators and Indicator Results
Status: Passed Rating: A = Superior Achievement

1. **Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district’s fiscal year end date of June 30 or August 31, respectively?**

Explanation of Indicator: This indicator seeks to make certain the KISD has filed the Annual Financial Report by the required deadline.

Indicator Results/Points: Yes/Passed; The Klein ISD AFR was received by the TEA on November 13, 2024.

2. **Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)**

Explanation of Indicator: A “modified” opinion on a financial report means that the district needs to correct some of our reporting or financial controls. A district’s goal, therefore, is to receive an “unmodified opinion” on its AFR.

Indicator Results/Points: Yes/Passed; The Klein ISD AFR received an unmodified opinion.

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

Explanation of Indicator: This indicator seeks to make certain that the Klein ISD has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc.

Indicator Results/Points: Yes/Passed; The Klein ISD AFR did not have any disclosures concerning default on bonded indebtedness obligations and were able to make all bond payments.

4. **Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail this indicator. If the school district was issued a warrant hold, the maximum points and highest rating the school district may receive is 95 points, A = Superior Achievement (even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days).**

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

Indicator Results/Points: Yes/Passed; The Klein ISD fulfilled its payroll obligations.

5. Was the total net position balance in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has such an increase, the maximum points and highest rating the school district may receive is 89 points, B = Above Standard Achievement.)

Explanation of Indicator: This indicator determines if the total net position in the governmental activities column of the Statement of Net Position as reported in the Annual Financial Report is greater than zero. A positive net position demonstrates financial solvency.

Indicator Results/Points: Passed our Total Net Position net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero.

6. Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

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

Indicator Results/Points: Passed since our fund balances over 3 years had less than a 25 percent decrease and our current year's assigned and unassigned fund balances exceed 75days of operational expenditures.

7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.

Explanation of Indicator: This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues.

Indicator Results/Points: 10 points; mathematical breakdown calculated to 149.4077 which is greater than 90.

10 points	8 points	6 points	4 points	2 points	0 points
>90	<90>=75	<75>=60	<60>=45	<45>=30	<30

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

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

Indicator Results/Points: 10 points; the current assets to current liabilities ratio was 3.9135

10 points	8 points	6 points	4 points	2 points	0 points
≥ 3.00	< 3.00 ≥ 2.50	< 2.50 ≥ 2.00	< 2.00 ≥ 1.50	< 1.50 ≥ 1.00	< 1.00

9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.

Explanation of Indicator: This indicator simply asks, "Did you spend more than you earned?" This indicator is an automatic 10 points if you have greater than 60 days cash on hand.

Indicator Results/Points: 10 points; 149.4077 >= 60

10. Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? This indicator is not being scored.

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

Indicator Results/Points: 10 Points; This indicator continues to be paused for the 2024-25 rating period.

11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) (See ranges below.)

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

Indicator Results/Points: 8 points; the ratio of long-term liabilities to total assets is 0.0.6893 < = 1.

10 points	8 points	6 points	4 points	2 points	0 points
≤ 0.60	> 0.60 ≤ 0.70	> 0.70 ≤ 0.80	> 0.80 ≤ 0.90	> 0.90 ≤ 1.00	> 1.00

12. What is the correlation between future debt requirements and the district's assessed property value?

Explanation of Indicator: This indicator asks about the school district’s ability to make debt principal and interest payments.

Indicator Results/Points: 8 points; the ratio for this indicator is 4.6215.

10 points	8 points	6 points	4 points	2 points	0 points
≤ 4	> 4 ≤ 7	> 7 ≤ 10	> 10 ≤ 11.5	> 11.5 ≤ 13.5	> 13.5

13. Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.

Explanation of Indicator: 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?

Indicator Results/Points: 10 Points, 0.0484079303.

District ADA Size 10,000 and Above

10 points	8 points	6 points	4 points	2 points	0 points
≤ 0.0855	> 0.0855 ≤ 0.1105	> 0.1105 ≤ 0.1355	> 0.1355 ≤ 0.1605	> 0.1605 ≤ 0.1855	> 0.1855

14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.

Explanation of Indicator: If the school district has a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students.

Indicator Results/Points: 10 points; -0.0855 > -0.15

15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section. This indicator is not being scored.

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

Indicator Results/Points: 5 points.

16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

Explanation of Indicator: This indicator measures the quality of data reported to PEIMS and in our 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.

Indicator Results/Points: Passed, 0 < 0.03

- 17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)**

Explanation of Indicator: 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.

Indicator Results/Points: Passed; the external independent auditor reported that the AFR was free of any instances of material noncompliance for grants, contracts, and laws.

- 18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)**

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

Indicator Results/Points: 10 points; the external independent auditor reported that the District was free of any instances of material noncompliance for grants, contracts, and laws.

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

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

Indicator Results/Points: 5 points; All required Financial Postings were verified by TEA.

- 20. Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?**

Explanation of Indicator: This indicator will be considered PASSED for the Ceiling if the school district's administration and school board members discussed any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget.

Indicator Results/Points: Passed, TEA confirmed our Board discussed any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget.

- 21. Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?**

Explanation of Indicator: This indicator determines if the district has an adjusted repayment schedule for an overallocation of FSP funds.

Indicator Results/Points: Passed, The District does not receive an adjusted repayment schedule.

SUPERINTENDENT AND BOARD OF TRUSTEES DISCLOSURE REQUIREMENTS
For the Twelve-Month Period Ended June 30, 2025

SUPERINTENDENT	-----BOARD OF TRUSTEES-----											
Reimbursements:	Dr. McGown	Anderson	Arellano*	James	Ellis	Qualls	Todd	Creager	Morrison	Peters	Reitmeier	Total
Meals	230.00	100.00	44.74	115.00	100.00	35.00	20.00	20.00	-	-	-	664.74
Lodging	2,364.26	1,142.86	1,296.46	985.74	563.16	614.04	830.91	563.16	-	-	-	8,360.59
Transportation	851.44	294.55	268.55	268.55	268.55	268.55	268.55	268.55	-	-	-	2,757.29
Registration Fees	960.00	415.00	415.00	415.00	385.00	385.00	415.00	415.00	190.00	190.00	-	4,185.00
Dues	-	-	-	-	-	-	-	-	-	-	-	-
Cell Phone												-
Other	-	-	32.95	-	-	49.42	-	-	-	-	-	82.37
												-
Gifts of \$250 or more:												-
												-
Business Transactions:			4,145.00									4,145.00
												-
												-
Total	4,405.70	1,952.41	6,202.70	1,784.29	1,316.71	1,352.01	1,534.46	1,266.71	190.00	190.00	-	20,194.99

*MDDTTexas, Dance Surge LLC

NOTES:

1. The Superintendent did not receive any outside compensation in exchange for professional consulting and other personal services.
2. Gifts from outside entities receiving payments from the district or from competing vendors not awarded contracts must be disclosed if the value of the gifts exceed \$250 in the aggregate. No gifts from outside entities or competing vendors were received by the Superintendent, Board of Trustee members, or members of their immediate families.

3. Superintendent's Employment Contract- <https://www.kleinisd.net/notices>

The school district must provide a copy of the superintendent's current employment contract that is effective on the date of the School FIRST hearing. In lieu of publication in the School FIRST financial management report, the school district may publish the superintendent's employment contract on the school district's website. If published on the district's website, the contract is to remain accessible for twelve months.

SUPERINTENDENT’S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Contract”) is made and entered into effective the 14th day of November, 2022, by and between the Board of Trustees (the “Board”) of the Klein Independent School District (the “District”) and Jenny McGown, Ed.D. (the “Superintendent”).

This Contract supersedes and wholly replaces the Superintendent employment contract originally entered into on June 28, 2019 and which had been amended October 21, 2019, January 14, 2020, November 9, 2020, and October 12, 2021.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of five (5) years, commencing on November 14, 2022, and ending on November 14, 2027. This Contract shall automatically be extended annually for an additional one-year period beginning November 15 and ending on November 14 of the following year, unless either party shall notify the other party in writing prior to July 1 of each year that it does not desire the Contract to be extended.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this 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 chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend to the Board or employ personnel of the District in

accordance with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent 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 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, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

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 costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for her 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.

2.7 Annual Physical Examination. The Superintendent shall undergo an annual physical examination by a licensed physician and shall file with the Board President a statement from such physician certifying she is physically able to perform her duties. Such statement shall be confidential to the extent permitted by law. The District shall pay all actual and reasonable costs of the annual physical examination to the extent not covered by District health insurance.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) predicated on 235 work days each year. For each year that this Contract is in effect, beginning with the 2022-2023 school year, the Superintendent shall receive a minimum annual percentage raise in an amount equal to the percentage raise provided to full-time classroom teachers for that school year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board'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 or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent

acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take forty (40) vacation days, 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. On June 30 of every year this Contract is in effect, all unused vacation days accumulated by the Superintendent will be paid in lump sum to the Superintendent at the Superintendent's then current daily rate of base pay, based on 235 work days each year. At separation for any reason, the District shall pay in a lump sum to the Superintendent any accrued but unused local days, vacation days, personal leave days, and nonduty days at the Superintendent's daily rate of pay as of the payment date.

3.4 Insurance. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 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 shall pay the Superintendent's membership dues to 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 registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.6 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. 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 her duties as Superintendent. The District 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.

3.7 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. Prior to engaging in any Consulting Service as part of a business entity in which the Superintendent is an employee or owner, the Superintendent will notify the Board in writing. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense 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.

3.8 Reimbursements. 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 (except for in-district travel, see Paragraph 3.11). The District agrees to pay the actual and incidental costs incurred by the Superintendent for out-of-district 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. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such expenses to be reimbursed.

3.9 TRS Contribution. As supplemental salary, the District shall pay an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the TRS for the account of the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.10 Supplemental Retirement Contribution. To the extent the Superintendent's TRS contribution is capped as part of the TRS Salary Cap for those members who joined TRS on or after September 1, 1996, the District shall determine the monetary amount that would have been contributed to TRS as part of the Superintendent's portion of the

monthly contribution to TRS had the Superintendent's salary not been capped (the "Capped Amount"). The District shall make a yearly contribution on or before June 30 of each year during which this Contract is in effect in the amount of the Capped Amount to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code"). Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, 403(b), 401(a), and 457(b) plans shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan and 457(b) plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that the contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on October 21, 2019.

3.11 Expenses. In addition to the annual salary above, the Superintendent shall receive a Two Thousand Four Hundred dollars (\$2400) allowance per month during the Superintendent's employment with the District to cover the costs of reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this contract. This allowance covers, but is not limited to, all travel expenses within the District and Region IV Education Service Center area and other incidental expenses. This allowance excludes out-of-District/Region IV area travel expenses (see Paragraph 3.8), which shall be reimbursed by the District, and further excludes expenses pertaining to mobile phone use or portable e-mail service, which shall be the Superintendent's responsibility.

3.12 Supplemental Retirement Plan. The District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to Forty Thousand and No/100 Dollars (\$40,000.00) per year. The District shall contribute to the Supplemental Retirement Plan on or before November 30th of each year, beginning November 30, 2020, and the contributions to the Supplemental Retirement Plan and earnings thereon shall become vested according to the schedule listed below.

<u>Date</u>	<u>Vested Percentage</u>
November 30, 2020	0%
November 30, 2021	25%
November 30, 2022	50%
November 30, 2023	75%
November 30, 2024	100%

In addition to the above:

If the Superintendent remains continuously employed by the District through November 15, 2025, the longevity payment shall be forty-five thousand dollars (\$45,000), and the Superintendent shall vest 100% of such payment at that time.

If the Superintendent remains continuously employed by the District through November 15, 2026, the longevity payment shall be fifty thousand dollars (\$50,000), and the Superintendent shall vest 100% of such payment at that time.

If the Superintendent remains continuously employed by the District through November 15, 2027, the longevity payment shall be fifty-five thousand dollars (\$55,000), and the Superintendent shall vest 100% of such payment at that time.

The Supplemental Retirement Plan shall be a plan established under Sections 403(b)/401(a) of the Internal Revenue Code (the "Code"). The 403(b)/401(a) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b)/401(a) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b)/401(a) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

IV. Annual Performance Goals

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

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

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, not later than 30 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

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

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

7.4 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.

7.5 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.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Harris County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.


8.3 **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.

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

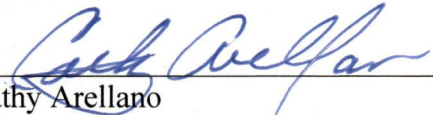
[SIGNATURE PAGE TO FOLLOW]

As Approved and Authorized by the Board of Trustees on November 14, 2022.

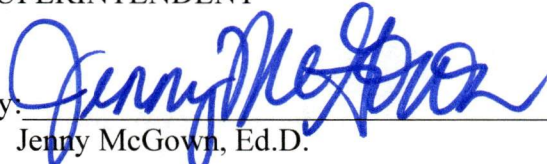
KLEIN INDEPENDENT SCHOOL DISTRICT

By: 
Ronnie Anderson
President, Board of Trustees

ATTEST:

By: 
Cathy Arellano
Secretary, Board of Trustees

SUPERINTENDENT

By: 
Jenny McGown, Ed.D.

FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Klein Independent School District ("Board") and Dr. Jenny McGown ("Superintendent") on November 14, 2022 is hereby amended as follows:

Pursuant to Board action taken on September 25, 2023, effective September 25, 2023, the Board makes the following amendments to Sections 3.3, 3.11, and 3.12 of the Superintendent's Contract:

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take fifty (50) vacation days, 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. On June 30 of every year this Contract is in effect, all unused vacation days accumulated by the Superintendent will be paid in lump sum to the Superintendent at the Superintendent's then current daily rate of base pay, based on 235 work days each year. At separation for any reason, the District shall pay in a lump sum to the Superintendent any accrued but unused local days, vacation days, personal leave days, and nonduty days at the Superintendent's daily rate of pay as of the payment date.

3.11 Expenses. In addition to the annual salary above, the Superintendent shall receive a Three Thousand dollars (\$3000) allowance per month during the Superintendent's employment with the District to cover the costs of reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this contract. This allowance covers, but is not limited to, all travel expenses within the District and Region IV Education Service Center area and other incidental expenses. This allowance excludes out-of-District/Region IV area travel expenses (see Paragraph 3.8), which shall be reimbursed by the District, and further excludes expenses pertaining to mobile phone use or portable e-mail service, which shall be the Superintendent's responsibility.

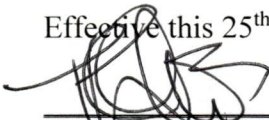
3.12 Supplemental Retirement Plan. [adding the following provisions]

If the Superintendent remains continuously employed by the District through November 15, 2028, the longevity payment shall be sixty thousand dollars (\$60,000), and the Superintendent shall vest 100% of such payment at that time.

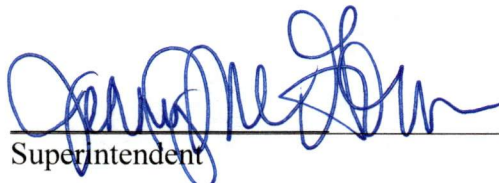
If the Superintendent remains continuously employed by the District through November 15, 2029, the longevity payment shall be sixty-five thousand dollars (\$65,000), and the Superintendent shall vest 100% of such payment at that time.

All other terms and conditions of said Contract shall remain in full force and effect.

Effective this 25th day of September, 2023



President, Board of Trustees



Superintendent

SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Klein Independent School District ("Board") and Dr. Jenny McGown ("Superintendent") on November 14, 2022 and amended on September 25, 2023 is hereby amended in this Second Amendment as follows:

Pursuant to Board action taken on November 11, 2024, effective November 11, 2024, the Board makes the following amendments to Sections 2.7, 3.10, 3.11, and 3.12 of the Superintendent's Contract:

Section 2.7 is removed and no longer in effect.

3.10 Supplemental Retirement Contribution. (a) To the extent the Superintendent's TRS contribution is capped as part of the TRS Salary Cap for those members who joined TRS on or after September 1, 1996, the District shall determine the monetary amount that would have been contributed to TRS as part of the Superintendent's portion of the monthly contribution to TRS had the Superintendent's salary not been capped (the "Capped Amount"). The District shall make a yearly contribution on or before June 30 of each year during which this Contract is in effect in the amount of the Capped Amount to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code"). Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, 403(b), 401(a), and 457(b) plans shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan and 457(b) plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that the contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on October 21, 2019.

(b) Beginning June 30, 2025, the District shall make a contribution on or before June 30 of each year during which this Contract is in effect in the amount of \$40,000 to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code"). Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, 403(b), 401(a), and 457(b) plans shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan and 457(b) plan shall be invested

in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that the contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on June 30, 2025.

3.11 **Expenses.** In addition to the annual salary above, the Superintendent shall receive a Three Thousand Five Hundred dollars (\$3500) allowance per month during the Superintendent's employment with the District to cover the costs of reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this contract. This allowance covers, but is not limited to, all travel expenses within the District and Region IV Education Service Center area and other incidental expenses. This allowance excludes out-of-District/Region IV area travel expenses (see Paragraph 3.8), which shall be reimbursed by the District, and further excludes expenses pertaining to mobile phone use or portable e-mail service, which shall be the Superintendent's responsibility.

3.12 **Supplemental Retirement Plan.** [adding the following provisions]

If the Superintendent remains continuously employed by the District through November 15, 2030, the longevity payment shall be sixty-five thousand dollars (\$65,000), and the Superintendent shall vest 100% of such payment at that time.

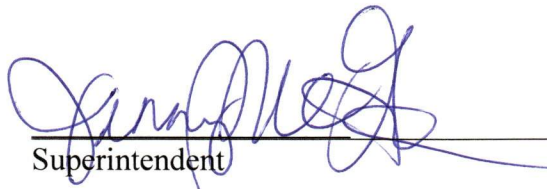
If the Superintendent remains continuously employed by the District through November 15, 2031, the longevity payment shall be sixty-five thousand dollars (\$65,000), and the Superintendent shall vest 100% of such payment at that time.

All other terms and conditions of said Contract shall remain in full force and effect.

Effective this 11th day of November, 2024



President, Board of Trustees



Superintendent