STATE OF TEXAS §
§
COUNTY OF DAWSON §

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Klondike Independent School District (the "District") and Kenny Lowery (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this Contract and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code, do hereby agree, as follows:

1. 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 commencing on July 1, 2026, and ending on June 30, 2029, based on 226 days annually. The District also agrees to pay the Superintendent his daily rate for any day he works during the month of June 2026. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

2. This Contract is conditioned on the Superintendent satisfactorily providing and maintaining the necessary current and valid certification and experience records, medical records, and other records required by law, District policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Contract void. Any material misrepresentation may be grounds for dismissal.

3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, including, but not limited to, Texas Education Code §11.201, 11.1512 and 11.1513, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, District policy, and regulations as they exist or may hereafter be amended. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent; however, nothing contained herein shall relieve the superintendent from being fully responsible and accountable for ensuring that the District is operated and managed in full compliance with all lawful Board directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Contract.

4. The Superintendent agrees to devote his time, skill, labor, and attention to

performing his duties, but may, with prior written consent of the Board and as permitted by Texas Education Code § 11.006, as amended by House Bill 3372 89th Texas Legislature (2025), undertake consulting work, speaking engagements, writing, teaching, lecturing, and other professional dutiesand obligations 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.

5. The Board agrees to pay the Superintendent a salary and other compensation, as follows:

(a) The District shall provide the Superintendent with an annual salary in the sum of One Hundred Twenty-Five Thousand dollars and no cents ($125,000). This annual rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

(b) During the term of this Contract, the Superintendent shall be entitled to receive the contribution toward group health insurance premiums at the same rate as all other District employees (the "Standard District Group Health Insurance Contribution").

(c) The District shall reimburse the Superintendent for expenses related to relocating to the District in an amount not to exceed $3,500. The Superintendent shall secure a minimum of two bids for moving expenses that shall be submitted to the District business office. All expenses shall be documented by receipts submitted to the District business office.

(d) 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 Sections 5(a) and 5(b) of this Contract.

(e) Other Benefits.

i. *Vacation.* The Superintendent may take, at the Superintendent's choice, 10 school days of vacation per year during the term of this Contract. 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.

ii. *District Credit Card.* The District shall provide the Superintendent with a District credit card for use in performing the Superintendent's District-related duties. All such charges shall be documented with a receipt.

iii. *Sick Leave.* The Superintendent shall be granted the same number of illness benefits and sick leave as authorized by Board policies for administrative employees on twelve-month contracts.

iv. *Professional Growth.* In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, Texas Association of Community Schools as well as other memberships, previously approved by the Board, necessary to maintain and improve the Superintendent's professional skills. The Districtshall bear the reasonable cost and expense for such attendance and membership.

v. *Automobile.* The District shall permit the Superintendent to utilize a District owned vehicle for business and incidental personal use (during any of the District travel). If a District-owned vehicle is not available for business travel outside of the District's boundaries, the Superintendent may use his own vehicle for the same and shall be reimbursed based on the allowable rate per mile published by the Texas Comptroller of Public Accounts.

vi. *Housing.* The District agrees to provide housing to the Superintendent. The Superintendent will pay $25 a month for rent. The Superintendent will be responsible for the electric bill. The District will be responsible for maintenance repairs of the property.

vii. *Benefits.* In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. Board action relating to annual compensation of District employees, including annual pay raises, shall not apply to the Superintendent. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

6. The Superintendent shall attend all meetings of the Board, both public and closed, except for 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 between the Board and the Superintendent, 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. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

7. To the extent it may be permitted to do so 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 or administrative proceedings brought against the 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, up to the limits of the applicable insurance coverage. 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 Section 7 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 7 shall survive the termination of this Contract.

8. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention, by employees, students or members of the public, to the Superintendent for review and appropriate action in accordance with Board policy BBE(LOCAL).

9. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

10. The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent by October 1, 2026, for the first year of this Contract and by June 1st for each year thereafter or for any renewal contract year 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 modify the preliminary goals as it deems necessary and thereafter approve the list of goals. Not later than 10 school days following approval of the goals by the Board, the Superintendent shall submit to the Board for its approval a written plan that reasonably describes the Superintendent's strategy to implement the goals ("Superintendent's Plan"). The Superintendent and the Board shall meet at least semiannually to assess the goals and the Superintendent's progress relating thereto. The Board may also 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 always be

reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board and the Superintendent's Plan shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals within the parameters set by state law and District policy.

11. The Board shall evaluate and assess in writing the Superintendent's performance 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. The Board and the Superintendent agree that the evaluation of the Superintendent shall always 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. The evaluation format and procedure shall comply with Board policy and state law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall bring such information to the Superintendent's attention in a closed session. Should the Board determine that a written document is necessary to memorialize one or more deficiencies by the Superintendent, such document shall include recommendations as to areas of improvement and objective steps for determining improvement ("Growth Plan"). A copy of the Growth Plan shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the Growth Plan within five (5) business days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the Growth Plan. Following issuance of a Growth Plan, the Board shall review progress under the Growth Plan with the Superintendent at least monthly. If 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 afforded a reasonable opportunity to provide input into the modification and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated on the different performance criteria.

12. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.

13. This Agreement shall be terminated upon the retirement or death of the Superintendent.

14. The Superintendent and the Board may agree, in writing, to terminate this Contract pursuant to any mutually agreed upon terms and conditions.

15. At any time during the Contract term, the Board may, in its discretion, and with

the consent of the Superintendent, reissue theContract for an extended term. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.

16. 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 school year. The Superintendent may resign, with the consent of the Board, at any other time.

17. 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.

18. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness, accident, etc., following exhaustion of all accrued sick leave and vacation, the Superintendent shall be placed on unpaid leave from the District upon determination of a disability as herein provided. The determination of disability shall be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The Board may base its determination on either physician's report. The costs of the examinations provided for herein shall be paid by the District. In the event the Board determines that a disability exists, the Board may terminate this contract.

19. 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. This Contract may not be amended except by written agreement of the parties.

20. Any notice required or permitted to be delivered herein shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the last known address of the parties as contained in the District's records.

21. 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. The Superintendent shall be solely responsible for the imposition of any civil penalty levied against the Superintendent attributable to the Superintendent's actions, including those imposed by Texas Education Code §11.006(e) as added by House Bill 3372, 89th Legislature 2025.

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

23. The Board President has been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on June 16th, 2026.

24. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., on the 1st day of July 2026.

Signed this 16th day of June 2026.

President, Board of Trustees

Signed this 16th day of June 2026.

Superintendent