

EANES INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT EMPLOYMENT CONTRACT

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Contract”) is made and entered into effective the 20th day of June, 2023, by and between the Board of Trustees (the “Board”) of the Eanes Independent School District (the “District”) and Dr. Jeffrey Arnett (the “Superintendent”).

**WITNESSETH:**

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code and applicable law, 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 July 1, 2023, and ending June 30, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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 **[Intentionally left blank].**

2.3 **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.

2.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent. In the event of a transition period from the Superintendent to an incoming superintendent following the Superintendent's resignation, and should their employment overlap, the Superintendent and the Board President shall mutually agree on a transitional title and duties for the Superintendent.

2.5 **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, salary, and/or benefits, 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. Further, the Superintendent shall have the opportunity to provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

2.6 **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 to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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 Board policies.

2.7 **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, such agreement shall not be unreasonably withheld by either party, if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.7 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 2.7 shall survive the termination of this contract.

### **III. Compensation**

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Ninety-Four Thousand and 00/100 Dollars (\$294,000.00) predicated on 260 workdays each year. Each year on July 1<sup>st</sup> during the term of this Contract, beginning July 1, 2024, as long as the Superintendent's evaluation is proficient or above, the Superintendent shall receive an annual compensation increase equal to the greater of (i) the Board-approved percentage raise provided to full-time classroom teachers for that school year or (ii) a percentage mutually agreeable to the Board and Superintendent. 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. Such adjustments, if any, shall be made pursuant to lawful Board action. 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 regarding furlough and/or 21.4032 regarding widespread salary reductions.

3.3 **Vacation, Holidays and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for

administrators on twelve-month contracts, the days to be in a single period or at different times with prior notification to the Board President. 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. Accrued but unused vacation days shall neither accumulate nor carry forward from year to year during the term of this Contract. The Superintendent shall observe the same legal holidays and receive the same leave benefits as authorized by Board policies for administrative employees on 12-month contracts each year, the days to be in a single period or at different times with prior notification to the Board President. The leave 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. Should the Superintendent need additional or extended leave, the Superintendent shall notify the Board President giving as much notice as possible under the circumstances.

3.4 **Insurance.** The District shall pay the same premiums for health insurance coverage for the Superintendent as it does for other administrators on twelve-month contracts, 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 in relevant professional organizations. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, in accordance with the established District budget and accounting procedures.

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 his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the

activity presents a potential conflict or interferes with the performance of his duties as Superintendent. The District shall also pay the reasonable and customary dues for the Superintendent's membership in local civic and community organizations of the Superintendent's choice as well as related travel outside of the District, in accordance with the established District budget and accounting procedures.

**3.7 Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, in accordance with the established District budget. The District agrees to pay the actual and incidental costs incurred by the Superintendent for documented travel inside and outside the District. Such actual or incidental costs may include, but are not limited to, documented mileage, parking, tolls, taxis, airfare, 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 and District procedures.

**3.8 Teacher Retirement System of Texas Contribution.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

**3.9 Additional Retirement Plan.** The Board shall contribute to an Additional Retirement Plan ("ARP") for the Superintendent. The Board shall contribute \$20,000.00 per annum to the ARP annually during the term of this Contract and any extension thereof. The ARP shall be composed of a 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. Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. 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. The timing and order of contributions shall be determined at the sole discretion of the Board, but in any

event shall be made on or before December 31 of each year during the term of this Contract. Nothing contained herein shall result in payments under this Section beyond the termination of the Contract, and at termination, any such payments will be pro-rated for full months worked under the Contract.

**3.10 Longevity Compensation Extension.** In order to honor the 2021-2022 Longevity Compensation in the Superintendent's prior employment contract with the District, if the Superintendent remains continuously employed by the District until June 30, 2022, the District shall pay to the Superintendent \$20,000. Prior to June 1, 2022, the Superintendent will elect, in writing, to the District's Business Services department, whether the Longevity Compensation Extension should be 1) deposited directly into a supplemental retirement annuity (403 or 457 plan) in accordance with law; or 2) paid in lump sum payment in the June payroll cycle of that year, minus any applicable withholdings and/or taxes; or 3) paid to the Superintendent in regular monthly payroll installments from July 1, 2022 through June 30, 2023 and treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS. In the absence of an election by the Superintendent, the default method of payment shall be a lump sum payment in accordance with 2) above. In the event the Superintendent ends employment with the District prior to June 30, 2022, the Superintendent will forfeit the right to this Longevity Compensation Extension, and the District will be released and excused from the payment of any part thereof. In the event this Contract is terminated for any reason after the Superintendent has become entitled to Longevity Pay above but prior to the completion of the 12 monthly payments, as applicable, then the remainder of the 12 monthly payments shall be paid to the Superintendent in a single cash payment.

**3.11 Purchase of Out-of-State Service Credit through the Teacher Retirement System of Texas.**

- (a) If the Superintendent remains continuously employed by the District from the effective date of this Contract through June 30, 2024, the District will contribute for the Superintendent to a Supplemental Retirement Plan ("SRP"), a one-time payment in an amount equal to the amount required for the Superintendent to purchase one year of out-of-state service credit through the Teacher Retirement System of Texas (TRS). The Superintendent shall provide the Board President proof of the amount required by TRS. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"), a plan established under Section 401(a) of the Code, and/or a plan established under Section 457(b) of the Code where appropriate. 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. The 403(b) plan, 401(a) plan, and 457(b) plan 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 each be invested in

such investment vehicles as are allowable under the Code for the applicable type of plan.

Contributions to the SRP shall first be made to the 403(b) plan. To the extent that the Board contributions provided in this Agreement would result in a contribution to the 403(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 403(b) plan shall be made to the 401(a) plan. To the extent that the Board contributions provided in this Agreement, including those already made to the 403(b) plan, would result in a contribution to the 401(a) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 401(a) plan shall be made to the 457(b) plan. To the extent that the Board contributions provided in this Agreement, including those already made to the 403(b) and 401(a) plans, would result in a contribution to the 457(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 457(b) plan shall be paid to the Superintendent as taxable compensation. However, the Superintendent shall have no discretion as to the payment of any amounts to him as taxable compensation. The Superintendent shall be 100% vested immediately in such contribution to the SRP. The District shall make such contribution no later than July 31, 2024. The Superintendent shall pay the appropriate amount to purchase one year of out-of-state service credit to TRS and provide proof of such payment to the Board President.

- (b) If the Superintendent remains continuously employed by the District from the effective date of this Contract through June 30, 2025, the District will contribute for the Superintendent to the SRP, a one-time payment in an amount equal to the amount required for the Superintendent to purchase one year of out-of-state service credit through TRS. The Superintendent shall provide the Board President proof of the amount required by TRS. The Superintendent shall be 100% vested immediately in such contribution to the SRP. The District shall make such contribution no later than July 31, 2025. The Superintendent shall pay the appropriate amount to purchase one year of out-of-state service credit to TRS and provide proof of such payment to the Board President.
- (c) If in the event this Contract is terminated for any reason prior to the respective vesting dates above (June 30, 2024 or June 30, 2025), under 3.11(a) or 3.11(b), respectively, then the Superintendent shall forfeit the right to such additional compensation/purchase, and the District will be released and excused from the payment of any part thereof.

**3.12 Outside Consultant Activities.** Upon written approval of the Board President, 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. 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 section must be consistent with state and federal law.

3.13 **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. 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.

#### **IV. Annual Performance Goals**

4.1 **Development of Goals.** The Superintendent and Board shall work together to develop goals for the District in accordance with Board Policy and applicable law. 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 District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. If the Superintendent believes a District Goal(s) is not specific, definitive, and/or objectively measurable, the Superintendent shall bring it to the attention of the Board President in writing within fifteen (15) business days of the District Goal(s) being approved by the Board. 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. If 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. That response shall become a



permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Superintendent shall be responsible for scheduling that meeting. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board, and the Superintendent shall facilitate scheduling of this meeting. 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period 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 and applicable law.

## **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 proposes to terminate and/or 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 Travis 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. This Contract supersedes all prior agreements, contracts, and resolutions concerning employment of the Superintendent for a term covered by this Contract into one document. This Contract may only be amended by written instrument, executed by both parties.

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.

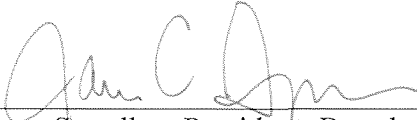
8.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

8.6 **Authority.** The Board President and Secretary have 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 20, 2023.


SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, all the parties hereto have executed the Contract in multiple originals to be effective from and after July 1, 2023.

EANES INDEPENDENT SCHOOL DISTRICT

By:   
James Spradley, President, Board of Trustees

ATTEST:

By:   
Heather Sheffield, Secretary, Board of Trustees

Executed this \_\_\_\_ day of November, 2023.

SUPERINTENDENT

By:   
Dr. Jeffrey Arnett

Executed this 7<sup>th</sup> day of November, 2023.