SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract (Contract) was made and entered into by and between the Board of Trustees (the "Board") of the Hutto Independent School District (the "District") and Jennifer Neatherlin ("Superintendent") to first be effective August 28, 2024, and is hereby amended effective January 30, 2026.

Pursuant to Section 11.201(b) and Chapter 21 Subchapter E of the Texas Education Code and the general laws of the State of Texas, for the consideration herein specified, the Board and Superintendent hereby agree as follows:

I. TERM

1.1 Term. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the District for a term commencing on January 30, 2026, and ending on June 31, 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. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

2.1 Certification. The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, a satisfactory criminal background check and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material representation in any records provided to the District shall be grounds for termination.

2.2 Duties. The Superintendent is the educational leader, chief executive, and chief administrator of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by Sections 11.1512 and 11.201, Texas Education Code, Board Policy and in the Superintendent's job description (if any) 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 for employment all professional employees of the District, subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent 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 the Board's 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 that 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, with the exception of the Superintendent's resignation, which must be accepted by the Board.

The Superintendent hereby agrees to devote substantially all of the Superintendent's time, skill, labor, and attention to the performance of the Superintendent's duties during the term of this Contract. 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 responsibilities of the Superintendent.

2.3 Board/Superintendent Relationship. Annually, the Board and Superintendent shall meet to review the agreed-upon communication process and procedures and determine whether any changes are needed regarding the agreed-upon process and procedures.

The members of the Board, individually and collectively, shall promptly refer all substantive criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to the Superintendent in a reasonable and timely manner and shall, within a reasonable time, inform the Board of the results of such efforts; or, in the alternative, shall refer the matter to the appropriate complaint resolution procedure as established by District Board policies. The Superintendent shall use the District-issued cell phone to maintain Superintendent-Board communications.

2.4 Board Meetings. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, except closed meetings of the Board involving the performance or duties of the Superintendent, evaluation of the Superintendent, the Superintendent's salary and benefits as set forth in this Contract, consideration of any action or lack of action on this Contract, duties of the members of the Board, or the Board's role as a tribunal to hear and resolve any complaint.

2.5 Residency. During the term of this Contract, the Superintendent shall maintain the Superintendent's primary residence within the District.

2.6 Learner-Centered Values and Ethics of Leadership. The Superintendent is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner. The Superintendent understands, values and agrees to:

2.5.1 model and promote the highest standard of conduct, ethical principles, and integrity in decision-making, actions, and behavior;

2.5.2 implement policies and procedures that encourage all school district personnel to comply with Chapter 247 of the Texas Administrative Code and the Employee Standards of Conduct adopted in Board Policy DH (LEGAL) and DH (EXHIBIT) (relating to Educators' Code of Ethics);

2.5.3 serve as an articulate spokesperson for the importance of education in a free democratic society;

2.5.4 enhance teaching and learning by participating in quality professional development activities, study of current professional literature and research, and interaction with the school district's staff and students;

2.5.5 maintain personal physical and emotional wellness; and

2.5.6 demonstrate the courage to be a champion for children.

2.7 **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.8 **Indemnification.** To the extent it may be permitted by applicable law, including, but not limited to, Texas Civil Practice and Remedies Code, Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal 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) that is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that the 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the 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 the Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract. To the extent this Section 2.8 exceeds the authority provided and limitations imposed by Texas Civil Practice and Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.8 shall survive the termination of this Contract. The District agrees to reimburse the Superintendent for the cost of an individual professional liability insurance policy, in an amount not to exceed $200 per year.

2.9 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician in Texas. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall reimburse any costs of the annual physical examination.

III. COMPENSATION AND BENEFITS

3.1 Salary. Effective January 30, 2026, the Board shall pay the Superintendent an annual salary in the sum of Two Hundred Fifty-Four Thousand, Four Hundred and Ten Dollars ($254,410.00). Such salary shall be paid to Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. Salary adjustments for the Superintendent shall be excluded from District-wide salary adjustments and shall typically be considered as part of the Superintendent's appraisal process.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review adjust the salary of the Superintendent, provided that no such adjustment shall reduce the annual salary herein except by mutual written agreement of the parties.

3.2.1 Widespread Salary Reductions. If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

3.2.2 Furlough. 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 Work Days and Leave Benefits. The Superintendent shall work not less than Two Hundred Twenty-Six (226) days during each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each such year. The Superintendent shall have the same state and local leave as all other District employees. Leave days shall be taken by the Superintendent at a time or times that will least interfere with performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall notify the Board President if the Superintendent is absent due to illness or in advance of taking leave that will cause the Superintendent to be outside the Region 13 area and therefore unavailable to respond to emergency or urgent situations.

3.4 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.

3.4.1 Professional Development. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses, or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging. and

other related expenses. The Superintendent will advise the Board in advance of attending such professional development training.

3.4.2 Professional Organizations. The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities and shall pay the membership fees of the Superintendent in the following organizations:

A. American Association of School Administrators (AASA);

B. Texas Association of School Administrators (TASA); and

C. Texas Association of Community Schools (TACS).

In addition, the District shall bear reasonable costs and expenses for other memberships organizations mutually agreed to by the Superintendent and Board. With the prior approval of the Board, the Superintendent may hold office in such professional organizations, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other similar activities which are of a short-term duration and do not interfere with the performance of the Superintendent's duties.

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

3.6 Texas Teacher Retirement System. For performance of the Superintendent's duties, the District shall supplement the Superintendent's salary in 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 be based on both the employee's retirement contribution and the employee's cost of family group health benefits through the TRS-Care parts of the TRS member contribution, as applicable. For the 2025-2026 TRS-Care family group health benefit contribution, this amount shall not exceed $14,700. 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.

3.7 Automobile. The District will provide the Superintendent with a white fleet, school district-branded vehicle for the Superintendent's use in carrying out the Superintendent's duties under this Contract. Reasonable automobile expenses incurred for travel to destinations outside the Region 13 service area may be submitted for reimbursement as authorized by Board policies for administrative employees on twelve-month contracts and as approved by the District in the annual budget.

3.8 Health and Dental Insurance. The District shall provide the Superintendent with the same group health, hospitalization and dental insurance that is provided by the District for other twelve-month professional employees of the District.

3.9 Employee Benefits. The District shall provide the Superintendent with the same employee benefits that are provided by the District for other twelve-month professional employees of the District.

3.10 Technology. The District will provide Superintendent with a District-owned cellular telephone and laptop computer to use for District business, according to the District's acceptable use policy.

3.11 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract in accordance with Board policies or Board approval from funds budgeted for that purpose. The Superintendent shall comply with all Board policies and procedures and shall provide documentation required by the Board related to such expenses. The Superintendent's expenses shall be subject to review by the District's independent auditors. The Board shall retain the authority to refuse any reimbursement request that it determines is excessive or that it reasonably believes falls outside the scope of the Superintendent's duties.

3.12 Academic Performance Incentive Payment. The District will provide a one-time, $32,000 incentive payment to the Superintendent in the event that the District's 2026 Accountability Rating is "B" or higher. The payment will be made in a lump sum after the Texas Education Agency releases Accountability Performance ratings in 2027.

IV. GOALS AND OBJECTIVES

4.1 Development of Goals. On or prior to August 1st of each year, the Board and the Superintendent shall meet to establish Board goals and objectives for the coming school year. Said goals and objectives shall be reduced to writing and adopted by the Board, and shall be among the criteria by which the Superintendent is evaluated.

V. EVALUATION

5.1 Time and Basis for Evaluation. The Board shall evaluate and assess the performance of the Superintendent in writing annually (typically in January of each year) during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law, shall be related to the duties of the Superintendent as prescribed by law, Board policy and the Superintendent's job description (if any), and shall be based on the Board goals and objectives for the District as established for the evaluation period. 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.

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 Superintendent's evaluation with their respective legal counsel.

VI. TERMINATION OF EMPLOYMENT CONTRACT

6.1 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.

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

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with state law and Board policy.

6.4 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.

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

VII. MISCELLANEOUS PROVISIONS

7.1 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 hereof, 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.

7.2 Controlling Law. This Contract shall be governed by the laws of the state of Texas and it shall be performable in Williamson County, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Williamson County, Texas.

7.3 Complete Agreement and Amendment. This Contract embodies the entire understanding and agreement of the parties, and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written amendment signed by both parties, or by the execution of a new Contract.

7.4 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

7.5 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.

7.6 Amendments. This Contract may only be amended in writing by the agreement of both parties.

7.7 Attorneys' Fees. In the event of any hearing or dispute arising under this Contract or the termination or nonrenewal thereof, any resulting attorneys' fees shall be the responsibility of the party incurring such fees.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved and signed on its behalf by its duly authorized President and the Superintendent has approved and signed this Employment Contract, as amended, to be effective as of January 30, 2026..

HUTTO INDEPENDENT SCHOOL DISTRICT

Amy English
President, Board of Trustees

Date: 2-26-26

Jennifer Neatherlin
Superintendent

Date: 2/23/26

ATTEST:

Terrence Owens
Secretary, Board of Trustees

Date: 2-26-26