

Ector County Independent School District Interim Superintendent Contract

This Contract is entered into between the Board of Trustees (the “Board”) of the ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (the “District”) and Dr. Keeley Boyer (the “Interim Superintendent” or “Dr. Boyer”), both referred to as “Parties”.

The Board and Dr. Boyer, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ Dr. Boyer as the Interim Superintendent, beginning at 12:01 a.m. on August 21, 2024 and until the District enters into an employment contract with a superintendent.
2. **Duties.** During her employment as Interim Superintendent, Dr. Boyer shall perform the duties of the position of Superintendent of Schools as prescribed in Texas law, and as set forth in Board policies and District regulations, as they exist at the time of her employment and as they may be enacted, adopted, amended or revised during her employment. Dr. Boyer shall inform and confer with the Board prior to making any administrative personnel changes that would affect an individual’s employment status with the District. Dr. Boyer shall also provide assistance to the Board in its search for a new superintendent. Dr. Boyer shall perform these duties in a faithful and diligent manner, using her professional training and experience. The Board may assign additional duties to Dr. Boyer during her employment as Interim Superintendent that are appropriate for a Superintendent of Schools.
3. **No Outside Employment.** The Interim Superintendent may not undertake any outside employment including, without limitation, consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations during her employment as the Interim Superintendent with the District.
4. **Certification and Credentials.** Dr. Boyer’s employment is conditioned upon providing the District with appropriate records and SBEC certification to serve as Interim Superintendent, and upon the satisfactory completion of all background checks performed by the District for its employees.
5. **Representations.** At the beginning of this Contract, and at any time during this Contract, the Interim Superintendent agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this Contract.
6. **Compensation.** For her services as Interim Superintendent, Dr. Boyer shall be compensated at an annual rate of Two Hundred Fifty Thousand Dollars (\$250,000.00) per year, prorated in accordance with the actual period of time the Interim Superintendent provides services

under this Contract. Dr. Boyer shall be entitled to be reimbursed for actual reasonable and necessary business expenses, including travel, meals, lodging, and related expenses incurred in the performance of her duties as Interim Superintendent.

7. **Benefits.** Dr. Boyer shall be entitled to the same standard benefits (including health care benefits) available to, and shall observe the same holidays as other full-time, twelve-month administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of the Contract to reduce or increase these benefits, at the Board's sole discretion.

7.1 Vacation, Holidays, and Leave: The Interim Superintendent shall receive the number of days of annual vacation as other full-time, twelve-month administrative employees of the District, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. The Interim Superintendent shall schedule vacation days with the President of the Board. The Interim Superintendent shall also receive all local leave, holidays, and breaks observed by the District for administrators on 12-month contracts, for the period of time the Interim Superintendent provides services under this Contract.

8. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board. The Parties agree that "good cause" for termination of this Contract includes the District's entering into an employment contract with a superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code chapter 21. In the event of termination or suspension without pay, the Interim Superintendent will be provided with an opportunity for hearing that comports with constitutional due process requirements. Upon termination of this Contract due to the District's entering into an employment contract with a permanent superintendent, Dr. Boyer will be reinstated back, if otherwise eligible, to the same or similar position under a term Chapter 21 contract that she held before being appointed an Interim Superintendent, at the same rate of pay, with appropriate annual increases, and under the same terms of a contract she held immediately preceding her appointment as Interim Superintendent.

9. **General Provisions.**

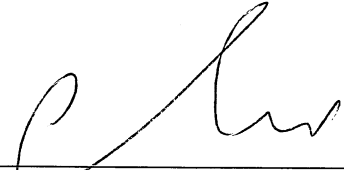
9.1 **Amendment.** This Contract may not be amended except by written agreement of the Parties.

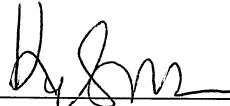
9.2 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

- 9.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the Parties.
- 9.4 **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim Superintendent's employment with the District, including this Contract, shall be Ector County. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.
- 9.5 **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.
10. **Notices.**
- 10.1 **To the Interim Superintendent:** The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Superintendent written notice regarding this Contract or the Interim Superintendent's employment by hand-delivering the notice to the Interim Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Interim Superintendent's address of record.
- 10.2 **To the Board:** The Board agrees that the Interim Superintendent may meet any legal obligation he or she has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

[SIGNATURE PAGE FOLLOWS]

I have read this Contract and agree to abide by its terms and conditions:

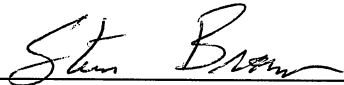
By: 
Mr. Chris Stanley, President,
Board of Trustees

By: 
Dr. Keeley Boyer
Interim Superintendent

Date: 8-20-24

Date: 8/20/24

ATTEST:

By: 
Dr. Steve Brown, Secretary
Board of Trustees