

**VOLUNTARY RETIREMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §        KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF ECTOR                   §

THIS VOLUNTARY RETIREMENT AGREEMENT (“Agreement”) is made by and between the **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT** (“District”), a political subdivision of the State of Texas, acting by and through its Board of Trustees (“Board” or “Trustees”) and **DR. SCOTT MURI** (“Muri”). This Agreement modifies the current Superintendent’s Employment Contract between Muri, the Board, and the District, as stated herein after the date of this Agreement. Unless specifically stated otherwise herein, all terms of the current Employment Contract remain in effect through the Resignation Date, as defined herein.

WHEREAS, Muri is currently employed as Superintendent by the District under a Superintendent’s Employment Contract (“Contract”) executed on and effective September 12, 2023, with a term ending on June 30, 2028; and

WHEREAS, after a successful tenure as Superintendent, Muri has announced his intent to retire from the District, effective on January 31, 2025; and

WHEREAS, Muri announced his plans to retire at a time that gave the Board the opportunity to plan for the transition of leadership and sufficient time to employ another person to take over the position of Superintendent of Schools; and

WHEREAS, Muri and the Board have reached a mutually acceptable agreement for Muri to be reassigned to the position of Superintendent Emeritus and to resign and retire from the District as Superintendent Emeritus on January 31, 2025; and

WHEREAS, Muri and the Board want to set forth the duties and responsibilities of Superintendent Emeritus and confirm the agreements in the Contract that are applicable to Muri's retirement from the District on January 31, 2025; and

WHEREAS, the Board concludes that this Agreement will serve a legitimate public purpose related to the educational mission of the District.

**WITNESSETH:**

NOW THEREFORE, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. In accordance with Section 2.3 of the Contract, Muri and the Board agree that he will be reassigned to the position of Superintendent Emeritus as of 11:59 p.m. on the earlier of (i) the day before the first day of employment of the successor Superintendent hired by the Board or an Interim Superintendent named by the Board; or (ii) September 30, 2024 (in either event, the "Reassignment Date"), and that he will fulfill the duties of that position until his retirement on January 31, 2025. Muri shall continue to serve as Superintendent pursuant to the terms of the Contract through the Reassignment Date. After the Reassignment Date, Muri may also engage in outside employment/consulting activities that do not substantially interfere with his ability to perform his duties of Superintendent Emeritus pursuant to this Agreement.

2. Muri does hereby voluntarily submit his resignation from the District and from the position of Superintendent Emeritus, and the Board does hereby accept his resignation effective at 11:59 p.m. on January 31, 2025 ("Resignation Date"). Muri's resignation letter shall be submitted to the Trustees at the Board meeting of August 13, 2024, and the Board will take action at that meeting to accept his resignation. From the date of this Agreement through 11:59 p.m. on January 31, 2025, Muri will continue to be employed by the District with those duties

and responsibilities as set forth in the Contract and this Agreement, as applicable. Notwithstanding anything to the contrary herein, Muri shall be paid his salary and benefits pursuant to the terms of the Contract and applicable Board policy, less the usual deductions, through the Resignation Date, including, without limitation, the following: In accordance with section 3.13 of the Contract, the District shall make the June 30, 2025 contribution to the Supplement Retirement Plan pursuant to section 3.13 on or before the Resignation Date; In accordance with Section 3.16 of the Contract, the District shall make the July 1, 2025 contribution to the 401(a) plan for the Superintendent required by Sections 3.16 and 3.13 on or before the Resignation Date, or as soon as administratively practicable following the Resignation Date.

3. In his position as Superintendent Emeritus and to ensure a smooth transition of leadership, Muri will serve as an advisor to the successor/interim superintendent, reporting directly to the Board. In his advisory role related to the transition of leadership, the services provided by the Superintendent Emeritus will include, without limitation: advising the interim and/or successor superintendent with respect to staff performance, as needed and deemed necessary by the Board or the interim and/or successor superintendent; advising the interim and/or successor superintendent with respect to budgeting, finance and related processes and reporting, as needed and deemed necessary by the Board or the interim and/or successor superintendent; advising the interim and/or successor superintendent with respect to implementation of the bond program; and/or advising the interim and/or successor superintendent in areas of instructional management, District improvement, student management, personnel management and facility improvement projects as may be deemed necessary by the Board or the interim and/or successor superintendent related to the transition of leadership.

Between the Reassignment Date and the Resignation Date, Muri will be available to assist the interim or successor superintendent and the Board at mutually agreeable times upon request of the Board President or the interim or successor superintendent.

4. In addition to the amounts set forth in Section 2 hereof, the District shall pay Muri, on or before the Resignation Date, for any accrued but unused non-duty days, local sick leave days and vacation days in accordance with section 3.3 of the Contract, including all subsections thereof.

5. If the District fails to make the payments set forth in this Agreement in a timely manner and in the manner set forth herein, Muri shall be entitled to recover from the District any and all reasonable costs, expenses, and attorney's fees incurred by Muri to enforce the provisions of this Agreement in addition to any other relief Muri shall be entitled to recover.

6. Muri agrees to return to the District all keys, credit cards, student records, official records of the District, if any, and other property, if any, of the District in his possession as it related to his employment as the Superintendent of the District on or before 5:00 p.m. on the Resignation Date.

7. At a time to be mutually agreed upon by and between Muri and the District, but in any event no later than 5:00 p.m. on the Reassignment Date, Muri agrees to remove his personal effects and property from the Superintendent's office no later than 5:00 p.m. on the Reassignment Date.

8. Muri agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Muri.

9. After the Resignation Date, Muri agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand,

claim, complaint, suit action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Muri's employment with the District. The District agrees to reimburse Muri for his documented reasonable and necessary out-of-pocket expenses incurred in the provision of such assistance, and pay Muri at his daily rate of pay, as defined in section 3.9 of the Contract for each day assistance is provided. The parties agree that they will mutually agree on a rate of pay for assistance involving emails, text messages, phone calls and/or virtual videoconference meetings that amount to less than 1 hour total per day. Requests for assistance from Muri with respect to such matters shall be made through the President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed/paid to Muri shall be mutually understood and agreed in advance. Muri's availability and consultation, under the terms and conditions of this Section 9, shall be subject to any request for consultation not unreasonably interfering with Muri's then-current employment.

10. To the extent and the limits permitted by law, the District shall defend, hold harmless and indemnify Muri in accordance with Section 2.5 of the Contract. The District's obligations under this Section 10 and Section 2.5 of the Contract shall continue after Muri's retirement for qualifying acts or failures to act occurring during the term of Muri's employment by the District.

11. The District and Muri do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Muri in connection with the negotiation of this Agreement.

12. In consideration for the mutual agreements contained herein, Muri releases and discharges the District, its employees and agents, the Board from any and all claims, demands,

and causes of action of any kind or character which Muri had, has, or which may hereafter accrue on account of or in any way growing or arising out of Muri's employment relationship with the District and/or relationship with the District's Board past and present through the date of this Agreement. Muri and the District and the Board acknowledge that they have not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement. Muri's release set forth herein shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Muri intends to release any claims for any rights which Muri may have under any applicable federal or state constitution, laws, rules, regulations, or public policy.

In consideration for the mutual agreements contained herein, the District and the Board likewise release and discharge Muri, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorneys' fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing out of or arising out of Muri's employment relationship with the District and/or relationship with the Board past and present excluding, however, those claims or any causes of action where it is determined that Muri committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith with conscious indifference or reckless disregard. The District's and Board's release set forth herein shall be effective upon Muri's full and complete performance of the terms and conditions contained in this Agreement.

The District and Board acknowledge that they have not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement.

13. Muri expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, on the basis of claims released by Muri pursuant to the Agreement.

The District and Board expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Muri, his agents or attorneys, related to or concerning his employment with the District. Furthermore, the District and Board covenant and agree not to raise or prosecute any grievance, complaint, or other claim or investigation against Muri, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it is alleged that Muri committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "Administrative proceeding," as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

Nothing herein prohibits Muri or the Board from seeking to enforce the terms of this Agreement.

14. Except as expressly stated herein, the Board, District and Muri agree and understand that this Agreement modifies and supplements the Contract by and between Muri and the District concerning service as Superintendent of the District.

15. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

16. The Agreement is hereby deemed performable entirely in Ector County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Ector County, Texas.

17. The Agreement may be executed in two (2) identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

18. The President of the Board of Trustees has been authorized to execute the Agreement 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 August 13, 2024.

19. In the event either party brings an action against the other party to enforce the terms and conditions on this Agreement, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

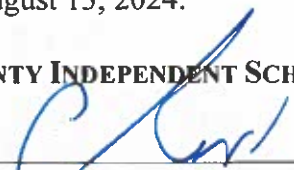
*[signatures to follow]*




IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after August 13, 2024.

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

  
Chris Stanley, President  
Board of Trustees  
Ector County Independent School District

ATTEST:

  
\_\_\_\_\_  
Dr. Steve Brown, Secretary  
Board of Trustees  
Ector County Independent School District

**DR. SCOTT MURI**

  
\_\_\_\_\_  
Dr. Scott Muri