ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT
(As Modified by Board of Trustees on October 20, 2026)

STATE OF TEXAS §
§
COUNTY OF ECTOR §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 20th day of October 2026 by and between the **Board of Trustees** (the "Board") of the **Ector County Independent School District** (the "District"), located in Ector County, Texas, and **Dr. Keeley Boyer** (the "Superintendent").

WHEREAS, the Board of Trustees (the "Board") of the Ector County Independent School District (the "District"), located in Ector County, Texas, and Dr. Keeley Boyer (the "Superintendent") have heretofore entered into a Superintendent's Employment Contract, dated February 28, 2025 (the "Original Contract"); and

WHEREAS, the Board, at a duly called meeting on October 20, 2026, did agree to modify certain terms and conditions of the Original Contract; and

WHEREAS, the Superintendent is agreeable to said modifications;

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed, and do hereby agree as follows:

I. Term

1.1 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. The term of this modified Contract begins on October 21, 2026 and ends on June 30, 2031. The Contract Year shall be July 1 through June 30. 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. However, there is no requirement or duty for the Board to extend this Contract.

II. Employment

2.1 **Duties.** The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by state law, Board policies, in the job description, and as may be lawfully assigned by the Board. 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 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 must be accepted by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, and district policies, rules and regulations as they exist or may hereafter be amended or adopted during the term of this Contract. Except as otherwise permitted in this Contract, the Superintendent agrees to devote her full time, energy and skill to the performance of the duties of the Superintendent of Schools for the District using reasonable care, diligence, and expertise. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. 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. The parties agree that the list of duties described herein is not exhaustive, and to the extent of any inconsistency, the latest applicable law and lawful Board actions shall prevail as to required duties.

2.2 **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.

2.3 **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

2.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to: (i) the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary or benefits as set forth in this Contract or the Superintendent's evaluation and performance, (ii) to interpersonal relationships between individual Board members, or (iii) when the Board is acting in its capacity as a tribunal to hear and resolve any complaint. 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.

2.5 **Indemnity.** 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceeding against the Superintendent in her individual capacity or her official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have 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, with conscious indifference or reckless disregard, or with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are 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. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse parties to each other in any such proceedings. The District's obligation under this Section shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. During the term of this Contract, the Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Following termination of the Contract, the Superintendent shall reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this Section shall continue after the termination of this Contract at no cost to the District, other than reimbursement to Superintendent for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of her taking time off from her then current employment to reasonably assist the District at its request. If the Superintendent is not employed at the time of the request, the District shall compensate the Superintendent at her Daily Rate (defined below). The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not interfering with the Superintendent's then-current employment. To the extent this Section 2.5 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

2.6 **Consulting.** During the term of this Contract, the Superintendent may, with the prior consent of the Board, 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. The Superintendent will not engage in any consulting activities for a fee, or in any outside employment without the prior consent of the Board. The Superintendent will comply with all state laws, District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract.

2.7 **Complaints.** The Board, individually and collectively shall refer in a timely manner all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will either: (a) refer such matter to the appropriate complaint resolution procedure as established by District Board policies; or (2) shall refer such matter to the appropriate District employee or shall investigate such matters and within a reasonable time inform the Board of the results of such action. Substantive complaints include, but are not limited to, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

III. Compensation and Benefits

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Twenty-Five Thousand and 00/100 Dollars ($325,000.00), which shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 **Salary Adjustments.** In the annual budget adopted for each subsequent year of this Contract, at any other time at which the Board is considering salary adjustments for administrative personnel, or at any other time determined by the Board 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 base salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Beginning July 1, 2027 and July 1st for each subsequent Contract Year during the term of this Contract or any extensions thereof, if fulltime classroom teachers' salaries are increased in the adopted annual budget, the Superintendent's base salary, set forth in Section 3. 1 of the Contract, shall be increased by the same percentage as fulltime classroom teachers' salaries are increased for that budget year. Such adjustments shall be made pursuant to a lawful Board resolution and the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or addendum incorporating the adjusted salary.

3.3 **Vacation, Non-Duty Days, Holidays and Local Sick Leave**

3.3.1 **Duty and Nonduty Days.** The Superintendent shall work two hundred twenty-seven (227)

duty 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 professional employment calendar runs from July 1 of a particular year through June 30 of the subsequent year. This number of duty days is the same as for administrative employees on two hundred twenty-seven (227) day contracts. The Superintendent may take the same number of nonduty days authorized by policies adopted by the Board for administrative employees on two hundred twenty-seven (227) day contracts. All nonduty days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1.

3.3.2 **Holidays.** The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on two hundred twenty-seven (227) day contracts.

3.3.3 **Local Sick Leave Days.** The Superintendent is hereby granted the greater of (1) ten (10) sick days each year of the Contract, or (2) the same number of local sick leave days as authorized by Board policies for administrative employees on two hundred twenty-seven (227) day contracts. All sick leave days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1. An amount equal to any earned, but unused, days of sick leave remaining at the end of each calendar year during the term of this Contract shall be paid by the District, at the Daily Rate defined herein, as a non-elective contribution to the Supplemental Retirement Plan described in Section 3.13 of the Contract. In the event the Superintendent retires, her contract with the District is non-renewed at the end of the contract term and she is no longer employed by the District in any capacity, or she is terminated, voluntarily or involuntarily, the Superintendent will be paid for accumulated but unused local sick leave with said leave being calculated at the Daily Rate at the time of separation from service. Such payment shall be made in the form of a lump-sum payment as soon as administratively practicable following the date of retirement or termination of employment; provided, however, that the Superintendent shall be paid such payment no later than the later of the last day of the calendar year of the date of the Superintendent's cessation of employment or retirement or the 15th day of the third month following the Superintendent's cessation of employment or retirement.

3.3.4 **Vacation Days.** In addition to the Non-Duty and Sick Leave Days granted in this Section 3.3, the District shall provide the Superintendent fifteen (15) days of annual vacation for each year of the Contract. All vacation days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1. Earned vacation days shall be accumulated and carried over from year to year, without limitation, except as paid out at the end of each calendar year in accordance with this section. An amount equal to any earned, but unused, days of vacation remaining at the end of each calendar year during the term of this Contract shall be paid by the District to the Superintendent, at the Daily Rate defined herein, as a non-elective contribution to the Supplemental Retirement Plan described in Section 3.13 of the Contract. The Superintendent shall have no right to receive such contributions in cash except as described in Section 3.13 of the Contract. At the Superintendent's choice, subject to notice to the Board President, the Superintendent may take these vacation days in a single period or at different times, and they will be taken at such time or times as will not substantially interfere with the performance of the

Superintendent's duties as set forth in this Contract. In the event the Superintendent retires, her contract with the District is non-renewed at the end of the contract term and she is no longer employed by the District in any capacity, or she is terminated, voluntarily or involuntarily, the Superintendent will be paid for accumulated but unused vacation days, with said days being calculated at the Daily Rate at the time of separation from service. Such payment shall be made in the form of a lump-sum payment as soon as administratively practicable following the date of retirement or termination of employment; provided, however, that the Superintendent shall be paid such payment no later than the later of the last day of the calendar year of the date of the Superintendent's cessation of employment or retirement or the 15th day of the third month following the Superintendent's cessation of employment or retirement.

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. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, with prior notification to the Board President, to attend such seminars, courses or meetings, provided that such attendance does not interfere with the performance of her duties as Superintendent. During the Superintendent's employment with the District, the District shall pay the Superintendent's basic membership dues to the Texas Association of School Administrators, Texas School Alliance, the American Association of School Administrators, the Association of Supervision and Curriculum Development, as well other organizations as she deems appropriate for the performance of her duties, subject to approval by the Board. Any reimbursements made pursuant to this Section 3.4 shall be made in accordance with the requirements and procedures set forth under Section 3.6.

3.5 **Automobile/Automobile Allowance.** The District shall pay the Superintendent an amount of One Thousand Dollars ($1,000.00) per month during the Superintendent's employment with the District to pay for costs associated with operating her vehicle within the District. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent shall be reimbursed for out-of-District travel in her vehicle at the District's approved reimbursement rate for travel on District business in accordance with Section 3.15.

3.6 **Civic and Professional Activities.** The Superintendent is encouraged to attend and participate in meetings and events involving local community groups such as Rotary Club, Kiwanis Club, Chamber of Commerce, Ector County Education Foundation, Region 18 Education Service Center and similar groups as a representative of ECISD. Meetings and events that will incur a cost or fee will be paid by the District. The Superintendent shall also attend and participate in meetings outside the District area as the representative of the District. These include, but are not limited to, such meetings as the Texas School Alliance, the Texas School Coalition, and meetings on legislative issues. She shall also attend and participate in appropriate professional meetings at the state and national levels such as, but not limited to, the Mid-Winter Conference, meetings of the Texas Association of School

Boards and the National School Boards Association, meetings of the Texas Association of School Administrators, meetings of the American Association of School Administrators, Chiefs for Change and meetings of the Association of Supervision and Curriculum Development. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District will pay or reimburse the Superintendent for the reasonable and necessary costs associated with attendance including airline tickets, costs of travel by car but only for travel outside the District, hotel and accommodations, meals, rental cars, taxis and other similar expenses, in accordance with the District's budget and in accordance with Section 3.15. Prior to all such travel, the Superintendent will advise the Board President. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. Any reimbursements that are made under this Section 3.6 shall only be made if:

(i) such reimbursement is excludible from the Superintendent's gross income, (ii) the Superintendent has provided the appropriate vouchers, bills and receipts to the District no later than February 1st of the year following the year that the expense was incurred and (iii) the policies, procedures and documentation requirements set forth in the prior two sentences have been satisfied.

3.7 **Technology.** The District shall pay the Superintendent an amount of Three Hundred dollars ($300.00) per month during the Superintendent's employment with the district for an information/technology/communications allowance. The Superintendent shall maintain a personal account for information technology/communication services provided under this section and shall not open accounts in the name of the District. The Superintendent may, in the Superintendent's discretion, purchase new technology every two years during the term of this Contract for the advantages offered by the then current technology. The District will reimburse the Superintendent for the cost of this replacement technology up to $2,000. Upon separation from employment, all such technology/equipment remains the property of the Superintendent. The Superintendent understands that information stored in her cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

3.8 Annual Physical Examination. The Superintendent may undergo an annual physical examination performed by a licensed physician selected by the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The physician shall submit a confidential statement to the Board President who will report to the Board verifying the Superintendent's fitness to perform the Superintendent's duties

and copies of all statements shall be maintained as confidential medical records to the extent permitted by law. The Superintendent shall execute all necessary authorizations required by law (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended) to permit the Board to review any such physician statements. The District shall pay all costs of each annual physical examination during the Superintendent's employment with the District.

3.9 Daily Rate. For purposes of this Contract, the Superintendent's Daily Rate shall be calculated by dividing the Superintendent's current compensation under Sections 3.1 and 3.2 of the Contract by 227.

3.10 Health Insurance. The District shall pay the full premiums for health insurance, including dental and vision insurance coverage for the Superintendent for coverage pursuant to the group health plan provided by the District for its administrative employees.

3.11 Long Term Disability Insurance. For each Contract Year during which this Contract is in effect, the District will reimburse the Superintendent for the actual cost of the premium for a long-term disability policy of her choice up to Three Thousand and no/100 dollars ($3,000.00) per year.

3.12 Life Insurance. For each Contract Year during which this Contract is in effect, the District shall reimburse the Superintendent for the annual premium, up to three thousand and no/100 dollars ($3,000) annually, toward the purchase of a whole life or term policy on the life of the Superintendent. The whole life or term insurance policy provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy. In lieu of receiving reimbursement for the annual premium for life insurance, the Superintendent may elect to have the District contribute Three Thousand and No/100 Dollars ($3,000.00) to the Section 403(b) and/or Section 457(b) plans established for the Superintendent's benefit in accordance with Section 3.13 of this Contract.

3.13 Supplemental Retirement—Employer Paid. Beginning on or before December 31, 2026, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 15% of the contribution limit for employer contributions to a 403(b) plan and a 401(a) plan under Section 415(c) of the Internal Revenue Code (the "Code"), as indexed each year, less the maximum voluntary salary reduction contributions permitted by the Internal Revenue Code (the "Code") for a 403(b) plan. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this section shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a

403(b) plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that the remaining contribution exceeds the contribution limit for the 401(a) plan, then the Superintendent shall have the right to elect to receive the funds as cash or as an elective deferral to a 403(b) or 457(b) plan.

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. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

3.14 **Texas Teacher Retirement System.** 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 salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable but shall not be limited by Internal Revenue Code (IRC) §401(a)(17)(A). In other words, for purposes of calculating the amount of supplemental salary under this section, the supplemental salary shall be calculated as if the Superintendent entered the TRS System prior to September 1, 1996. 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.

3.15 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of Region 18 Education Service Center. Such actual or incidental costs may include, but are not limited to, 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 applicable Board policies.

3.16 **Supplemental Retirement Plan—Employee Deferral.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of one hundred percent (100%) of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age-based catch-up provisions, if applicable ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the

Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his/her discretion. The Superintendent shall always be 100% vested in his/her account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.17 **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. 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.

3.18 **Effect of Termination on Compensation**. In the event of termination of this Contract prior to the completion of the term of employment specified herein, for any reason, whether voluntary or involuntary, the Superintendent shall be paid through the date of the termination in accordance with the District's normal payroll practices at the rate provided for in her Contract. This paragraph and its terms in no way limit the Superintendent's rights to damages for breach of this Contract or violation of the Superintendent's due process rights or any other rights under state or federal law.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. 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 measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 **Timing of Goals.** The Board and the Superintendent do hereby agree that the first goals for the District shall be developed between the Board and the Superintendent, reduced to writing, and approved by the Board on or before November 1, 2025. On or before November 1 of each year under the term of this Contract, the Board and the Superintendent do hereby agree to review, revise, approve, and reduce to writing 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 by the end of October during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be in accordance with Board policies and state and federal law, and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, lawful Board directives, the District Goals adopted in Paragraphs 4.1 and 4.2, and as prescribed by law. A mid- year conference between the Board and the Superintendent concerning these goals shall be held in March of each year.

5.2 **Confidentiality.** Unless Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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 Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, the Board's policies, state law and with the input of the Superintendent. In the event that 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 within thirty (30) days of receipt of the written evaluation from the board. 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 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. In the event that 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 of time to demonstrate such expected performance before being evaluated.

VI. Renewal, Nonrenewal or Termination of Employment Contract

6.1 **Renewal/Nonrenewal.** Renewal or nonrenewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

6.2 **Mutual Agreement.** This Contract shall 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.

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

6.4 **Resignation.** 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 no later than the forty-fifth (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.

6.5 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with applicable law. The term "good cause" includes, but may not be limited to, the following acts or omissions:

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 written Board Policies or District 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 substantially impairs the Superintendent's performance of required duties;
l. Immorality, which is conduct 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 material facts to the Board or other District officials in the conduct of the District's business;
p. Except as otherwise set forth herein, failure to fulfill requirements for superintendent certification;
q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
r. Any other reason constituting "good cause" under Texas law.

6.6 **Termination Procedure.** In the event the Board proposes the termination of 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.

6.7 **Termination for Convenience.** Notwithstanding any other provision in this Contract, the parties agree that the Board may, with nine (9) months advanced written notice, terminate the Contract for convenience if a majority of the full board determines, in its sole discretion, that termination of the Contract is in the District's best interest. If the board provides notice of termination in accordance with this section 6.7, the termination date shall be no earlier than nine (9) months after the date the written notice of termination pursuant to this section 6.7 is received by the Superintendent ("Termination Date") and the Board (i) shall pay to the Superintendent her full salary and benefits pursuant to the Contract through the Termination Date; and (ii) shall pay the Superintendent the value of any accrued but unused vacation and local leave days in accordance with sections 3.3.3 and 3.3.4 and (iii) shall pay to the Superintendent, as severance, on or before the Termination Date, a lump sum payment equal to the value of twenty (20) week's salary and benefits pursuant to the Contract ("Severance Payment"). The District shall withhold applicable state and federal deductions but shall not withhold any payments to the Teachers Retirement System (**"TRS"**) from the Severance Payment. Payment of such amounts under this section 6.7 shall terminate any and all rights of the Superintendent to further payment of salary or benefits under this Contract. The District will cooperate with the Superintendent regarding distribution of the Severance Payment or portions thereof, in the Superintendent's sole discretion, to one or more Supplemental Retirement Plans. In addition, the District shall reimburse the Superintendent for all reasonable costs and attorneys' fees incurred by the Superintendent to enforce this Contract. In accordance with Texas Local Government Code 180.011(c)(2), no severance payment may be made if the Superintendent is terminated for misconduct. Termination for cause/misconduct must be pursuant to section 6.5 of this Contract.

6.8 **Duties, Compensation, and Release Pursuant to Chapter 39 Action.** If, within the first two (2) years of the Term of this Contract, while the Superintendent is still employed under this Contract, the District receives notice that the District is subject to commissioner action under Section 39A.001 of the Texas Education Code and that the commissioner may appoint a board of managers under Chapter 39A.004 and appoint a successor superintendent, then the Superintendent shall have the option to terminate this Contract and said termination shall be considered to be by mutual agreement, with a termination effective date on the earlier of the date the Superintendent begins new employment in a similar position or twenty-four (24) months from the date the Superintendent provides notice of termination in accordance with this section 6.8. Upon said notice of termination, the Superintendent agrees to immediately begin to use her best efforts to secure employment similar to that of which she is leaving. The District agrees to continue to pay the Superintendent's salary and benefits as provided in this Contract following such notice of termination until the Superintendent begins new employment in a similar position, for a maximum of twenty-four (24) months. At the end of the said twenty-four-month period, all obligations of the District under this paragraph shall terminate.

6.9 **Contingencies related to Reconsideration of Chapter 39 Action.** If the District receives notice that the District is subject to commissioner action under Section 39A.001 of the Texas Education Code and the Texas Education Agency and/or the Commissioner of Education provide the District with written notice of a decision to not require the appointment of a board of managers and the appointment of a successor superintendent, the

following contingencies shall occur as applicable:

i) If written notice of such decision occurs before the Section 6.8 payment has been made to Superintendent, then no Section 6.8 payment shall be made to Superintendent and this Contract shall remain in effect as written;

ii) If the written notice of such decision occurs after Section 6.8 payment(s) has/have been made to Superintendent, then such payments shall be considered made under this Contract and this Contract shall be revived and considered to be in full effect as written;

iii) If the Texas Education Agency and/or the Commissioner of Education subsequently reconsiders and/or changes its decision and decides to appoint a board of managers and appoint a successor superintendent, then the Section 6.8 payments shall be immediately reinstated and made to the Superintendent in accordance with 6.8 of this Contract.

VII. Miscellaneous

7.1 **Controlling Law and Venue.** Texas law shall govern construction of this Contract. The parties agree the venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be in the county in which the District's administrative building is located. If litigation is brought in Federal court, the parties agree the venue shall be the U.S. District Court, Western District of Texas, Midland-Odessa Division.

7.2 **Complete Agreement and Amendment.** 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.

7.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Employment 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.

7.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held 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.

7.5 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term herein 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.

7.6 **Section 409A.** The parties intend that this Contract be interpreted in a manner to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986,

as amended (the "Code"), and, where not so exempt, to be in compliance therewith. The Superintendent (and/or the Superintendent's beneficiary, as applicable) shall have no right to dictate the taxable year in which any payment hereunder that is subject to Section 409A of the Code should be paid. Notwithstanding anything to the contrary, to the extent required by Section 409A of the Code: (a) the amount of expenses eligible for reimbursement or to be provided as an in-kind benefit under this Contract with respect to a calendar year may not affect the expenses eligible for reimbursement or to be provided as an in-kind benefit in any other calendar year; (b) the right to reimbursement or in-kind benefits under this Contract shall not be subject to liquidation or exchange for another benefit; and (c) no reimbursements shall be made after the last day of the calendar year following the calendar year that the expense was incurred.

7.7 **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.

7.8 **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 October 20, 2026.

[Signatures to follow]

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after October 20, 2026.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Executed this October 20, 2026.

SUPERINTENDENT

By: _____
Dr. Keeley Boyer

Executed this October 20, 2026.