

## **Ector County Independent School District Interim Superintendent of Schools Agreement**

1. The Ector County Independent School District Board of Trustees agrees to employ Jim Nelson as Interim Superintendent of Schools, effective September 1, 2018. Mr. Nelson shall be employed as Interim Superintendent from September 1, 2018 through May 31, 2019 (“Initial Term”). If the Board hires a permanent Superintendent during this period, Mr. Nelson shall remain employed through the end of the term and shall be available to help to transition and support the new Superintendent. Provided, 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 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 due process requirements.
2. After the Initial Term, Mr. Nelson’s employment may be extended on a month-by-month basis by mutual written agreement of the parties (“Extended Term”). The Board may terminate Mr. Nelson’s employment during the Extended Term by providing a 30-day written notice to Mr. Nelson, and the termination of employment shall be effective no earlier than thirty (30) days after such written notice is provided.
3. During his employment as Interim Superintendent, Mr. Nelson 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 his employment and as they may be enacted, adopted, amended or revised during his employment. Mr. Nelson 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. Mr. Nelson shall also provide assistance to the Board in its search for a new Superintendent. Mr. Nelson shall perform these duties in a faithful and diligent manner, using his professional training and experience. The Board may assign additional duties to Mr. Nelson during his employment as Interim Superintendent that are appropriate for a Superintendent of Schools.
4. *Outside Employment:* The Interim Superintendent may, with advance approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations that do not conflict or interfere with the Interim Superintendent’s professional responsibilities to the District. For any such outside employment, the Interim Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Interim Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
5. Mr. Nelson’s employment is conditioned upon him providing the District with appropriate records to serve as Interim Superintendent, and upon the satisfactory completion of all background checks performed by the District for its employees.

6. For each full month in which he is employed as Interim Superintendent, Mr. Nelson shall be paid a total amount of \$22,000.00. Mr. Nelson 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 his duties as Interim Superintendent.

7. Mr. Nelson 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 this Contract to reduce or increase these benefits, at the Board's sole discretion. Mr. Nelson shall accrue one local leave day for each month in which he is employed as Interim Superintendent and, at the end of Mr. Nelson's service as Interim Superintendent under this Agreement, he shall be compensated for any such unused accrued local leave days at the rate of \$1100 per day.

8. Mr. Nelson shall be entitled to reasonable and documented actual moving expenses to Odessa, Texas in an amount not to exceed \$10,000.00.

9. Prior to his employment as Interim Superintendent on September 1, 2018, Mr. Nelson may voluntarily choose to be present in the District from time to time to familiarize himself with District facilities, staff, activities and operations so that he may better perform his duties beginning on September 1, 2018. However, any such days prior to September 1, 2018 in which Mr. Nelson voluntarily chooses to be present in the District are not pursuant to his employment as Interim Superintendent, and he is not entitled to any pay, compensation, or reimbursement of expenses for any such days.

10. This Interim Superintendent of Schools Agreement constitutes the entire understanding and agreement between the Board and Mr. Nelson concerning his employment as Interim Superintendent. It may be modified in writing by agreement of the parties.

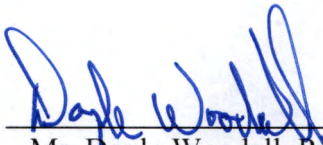
11. This Interim Superintendent of Schools Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Sole venue for any dispute concerning the interpretation, construction or enforcement of this Agreement shall be in Ector County, unless venue is required to be elsewhere by law.

12. *Notices.*

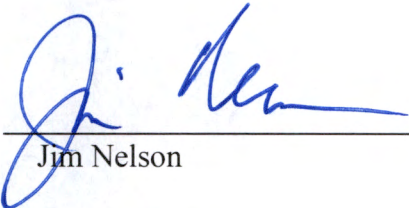
12.1 *To the Interim Superintendent:* The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Superintendent written notice regarding 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.

12.2 *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

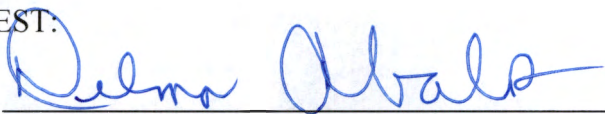
the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

By:   
Mr. Doyle Woodall, President,  
Board of Trustees

Date: 08/20/2018

By:   
Jim Nelson

Date: 8/20/18

ATTEST:  
By:   
Ms. Delma Abalos, Secretary, Board of Trustees