

STATE OF TEXAS           §  
COUNTY OF DENTON       §

#### EMPLOYMENT AGREEMENT

The BOARD OF TRUSTEES ("Board" or "District") of the KRUM INDEPENDENT SCHOOL DISTRICT, employs the undersigned Employee, Mickal Davis ("Employee"), and Employee accepts employment on the following terms and conditions:

1. The Employee shall be employed as Interim Superintendent beginning on **June 1, 2020** and continuing from day to day until either party terminates this agreement. Employee shall work according to the hours and dates set by the District.
2. The Board shall pay the Employee a salary at a daily rate of pay of \$575.22 for the position of Interim Superintendent. The Employee's salary includes consideration for all duties and responsibilities contemplated by the job description for the position to which Employee is assigned.
3. This agreement is conditioned on Employee's satisfactorily providing the certification, if any is required, service records, and other records required by law, the Texas Education Agency, the State Board of Educator Certification, any other licensing authority, or the District. Misrepresentation or fraud by the Employee in any of these records or the employment application shall be good cause for dismissal. Employee represents that he has made written disclosure to the District of any conviction for a felony or any offense involving moral turpitude.
4. Failure to submit valid certification for the assignment, if any is required, to the District by the first day of assigned duties for the term covered by this agreement or to maintain valid certification throughout the term of the agreement voids the agreement, and the District may respond as it deems appropriate under the circumstances.
5. Employee shall comply with and be subject to state and federal law and District policies, rules, regulations, and administrative directives, as they exist at the time the agreement begins or may be amended during the term of the agreement. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned.
6. Employee shall submit a log indicating the number of days he has worked for the immediately preceding work period according to the District's pay schedule. The District shall reimburse Employee for reasonable expenses for performing his duties as Interim Superintendent. Such actual costs shall include reasonable travel expenses performed on behalf of the District outside the Region 11 Education Service Center. Employee shall be permitted to use a school owned vehicle to travel to and from work and for District business only.
7. The District shall provide the health and medical insurance for Employee for the term of this agreement.
8. The District agrees to provide Employee a legal defense to any and all demands, claims, suits, actions, and legal proceedings that arise or are brought against Employee for conduct within the scope of his employment. The District's obligation to provide a legal defense to Employee under this paragraph survives the termination of this Agreement.

9. Employee shall satisfactorily submit or account for all reports, records, school equipment, or other required items at the end of the agreement term. Employee agrees that the last salary payment under this agreement is conditioned upon receipt from Employee of all such items, within the time specified by the District.
10. The Board may dismiss Employee and terminate this agreement at any time by giving 14 days notice in writing that the agreement will terminate in 14 days.
11. This agreement is not a "term contract" subject to the provisions of Subchapter E, Chapter 21, of the Texas Education Code. No right to tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the agreement term.
12. After Employee has begun service under this agreement, Employee may resign from the agreement by giving the District 14 days written notice. Release under any other circumstance after service has begun shall be only with District approval, pursuant to local policy. If released from the agreement, Employee shall receive any due and owing compensation at the next regular payroll disbursement.
13. If Board terminates this agreement or if Employee resigns, employment ceases as of the effective date of that action, and Board's financial obligation to Employee after that date extends only to earned compensation due and owing under this agreement.
14. The parties agree to waive attorney fees under Texas Local Government Code § 271.153 to the extent that attorney fees would otherwise be available under that law.
15. All procedures referenced in this Agreement or in Board policies relating to the resolution of any dispute arising from or related to the employment relationship are mandatory and shall constitute contractual adjudication procedures under Texas Local Government Code Section § 271.153. No District employee has the authority to waive a procedure required by this contract or Board policy.
16. This agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the agreement.
17. The parties agree that this agreement combines all prior agreements and representations concerning employment of the Employee into one document. This agreement supersedes all prior agreements and representations concerning employment. No amendments to this agreement shall be binding unless authorized by the Board, reduced to writing, and signed by both parties.

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

Employee's Signature *Mike Williams* Date 4-24-2020

KRUM INDEPENDENT SCHOOL DISTRICT

By: *Ellen Brummett* Date 4-14-2020  
President, Board of Trustees