

STATE OF TEXAS
COUNTY OF BROWN

Date given employee: 2/28/18
Date returned by employee: 2/28/18

EMPLOYMENT AGREEMENT

The BOARD OF TRUSTEES ("Board" or "District") of the **MAY INDEPENDENT SCHOOL DISTRICT**, employs the undersigned Employee, **STEVEN HOWARD** ("Employee"), and Employee accepts employment on the following terms and conditions:

1. The Employee will be employed as Interim Superintendent beginning upon the execution of this agreement on February 28, 2018 through the 2018-2019 school year . Employee shall work according to the hours and dates set by the District.
2. The Board shall pay the Employee an annual salary of \$82,500.00 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. The annual salary shall be paid to the Employee in equal monthly installments consistent with the Board's policies.
3. During the term of this Agreement, Employee shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. Employee shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
4. District shall pay a monthly allowance of \$100 for the Employee's cellular or wireless telephone service. Employee shall be responsible for selecting a wireless provider, shall carry the account in his own name, and shall be personally responsible for payment of all expenses incurred or related to the service.
5. 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.
6. 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.
7. 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.

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. 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.
10. 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.
11. 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
12. 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.
13. 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.
14. 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  Date 2/28/18

MAY INDEPENDENT SCHOOL DISTRICT

By:  Date 2-28-18
Jeff Phillips, President, Board of Trustees