



Exempt At-Will Employment Agreement for 2020 – 2021 School Year

Dear Leonard R Brannon:

Cityscape Schools is pleased to offer you a position for the 2020-2021 school year as

Assignment Description: Superintendent

We are dedicated to achieving our mission of preparing students for success in school and in the community and look forward your contribution to our team for this upcoming school year.

By signing this Agreement below, you hereby accept the following terms and conditions:

1. **Term:** Your assignment shall be on a 12-month basis which shall begin September 1, 2020 and conclude August 31, 2021. In addition, it has been acknowledged you will receive 31 days of compensation at your regular daily rate for work during July 20, 2020 through August 31, 2020 on a separate check within September 2020.

You acknowledge and agree that you are an **employee at-will** under this Agreement. As an at-will employee, you may resign your employment at any time, for any reason. Likewise, the School may terminate your employment at any time for any reason or for no reason, with or without cause. Any change to the at-will nature of your employment must be by a specific, written agreement signed by you and the CEO/Superintendent.

You understand and agree that your assignment to a position with a stated wage or salary paid per week, month, or year does not create a contract or entitlement for a fixed term, or for wages during the term of this Agreement, or any period thereafter. During the period of this Agreement, you shall work, as assigned by the School, according to the hours and dates set by the school calendar or as otherwise adopted by the School, and subject to additional assignments from time to time made by the School.

You understand and agree that you will report to work each scheduled work day during the duration of this agreement unless you are on 1) approved PTO, 2) approved local or state leave, or; 3) an approved school holiday. You will receive 17 PTO days to be used between September 1, 2020 – August 31, 2021 as approved by your supervisor, except during district and department PTO black-out days which are considered in the best interest of Cityscape Schools and your department needs. You will not be allowed to use your PTO during district black-out days, except by written approval of the CEO/Superintendent.

2. **Compensation:** The School agrees to pay you an annual salary of \$164,000.00 amount, to be paid in equal monthly installments. The equal monthly installments will begin September 2020 through August 2021. Your salary shall be paid, less applicable withholdings and authorized deductions, in accordance with the School's standard payroll practices. Your salary as stated herein is considered to include consideration and compensation for in-service days, meetings, trainings, conferences, any additional duties, responsibilities, tasks, and assignments as assigned or directed. You understand and agree that you have no right to additional or supplemental compensation or stipend for additional duties, responsibilities, tasks, or assignments.

Should your employment with the School end for any reason, you will receive compensation accrued through the date of separation, in accordance with applicable law and the School's payroll policies and procedures.

You are being assigned to an exempt position under the Fair Labor Standards Act. This means that you are a salaried

employee, and not paid by the hour. You may be required to work more than 40 hours in a workweek without receiving additional compensation. The nature of your employment may also necessitate work on the weekends, in the evening, and/or at off-campus locations.

3. **Benefits**: During the term of this Agreement, unless terminated by either you or the School as set forth below, you shall be entitled to leave and benefits in accordance with state law and the School's policies and applicable benefit plans. The School reserves the right to amend its policies and benefit plans at any time, to reduce or increase these benefits, at the sole discretion of the School.

4. **Employment**: You shall be employed subject to assignment, reassignment, additional duties, changes in responsibilities, transfers or reclassifications of positions or duties, or transfers of assignment at the sole discretion of the Board of Directors or the Board's designee, at any time.

5. **Duties and Responsibilities**: You shall work to the best of your skill and ability, and shall discharge the duties required or assigned by your supervisors and by the School's policies, rules, administrative directives, regulations, state and federal law, and job description(s), as are in effect at the inception of this Agreement, or as may be amended or adopted by the School from time to time during the term of this Agreement at the School's discretion. You shall exemplify the highest standards of professional conduct and commitment at all times.

6. **Termination or Resignation**: Except as otherwise required by law, upon your separation from employment with the School, you agree that all reports, records, school equipment, or other items the property of the School will be properly submitted or returned to the School.

7. **Tenure or Continued Employment**: The School has not adopted any policy, rule, regulation, law, or practice providing for tenure or continued employment. No right of tenure, right of renewal, employment obligation, other expectancy (including but not limited to a right of continued employment), or a claim of entitlement, is intended or created by this at-will Agreement.

8. **Non-Chapter 21 Employment**: This At-Will Agreement is not a Texas Education Code Chapter 21 term, probationary, or continuing contract. This Agreement does not grant you any rights to the procedures or contract terms required by Texas Education Code Chapter 21.

9. **Entire Agreement**: This letter constitutes the entire agreement between you and the School relating to this subject matter and supersedes all prior contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, express or implied, on this subject. This letter may not be modified or amended except by specific, written agreement signed by you and the CEO/Superintendent of Schools.

On behalf of Cityscape Schools, we are very pleased to have you as a member of our staff, and look forward to your contribution for the 2020-2021 school year.