

STATE OF TEXAS §
 §
COUNTY OF JEFF DAVIS §

RESIGNATION AND RELEASE AGREEMENT

This Resignation and Release Agreement ("Agreement") is made between Superintendent Graydon Hicks, III, (also referred to as "Hicks") and the Fort Davis Independent School District (also referred to as "Fort Davis ISD"), through its Board President, James Weaver. Fort Davis ISD and Mr. Hicks may be referred to collectively as "the Parties."

1. For the consideration of Hicks submitting his non-rescindable resignation and withdrawing his pending grievance dated March 9, 2025, as set forth below, and other valuable consideration, Fort Davis ISD agrees to release Hicks from his employment contract, which is attached as **Exhibit A**, with an effective resignation date of June 30, 2025. Fort Davis ISD shall leave Hicks on Board approved paid leave through June 30, 2025, and shall pay Hicks a lump sum payment of Sixty Seven Thousand Dollars and Zero Cents (\$67,000.00), from which Fort Davis will take all standard tax deductions, in a total amount of Ten Thousand Four Hundred Ninety Eight Dollars and Ninety Cents (\$10,498.90), thereby leaving a total payment to Mr. Hicks in the amount of Fifty Six Thousand Five Hundred and One Dollars and Ten Cents (\$56,501.10). This lump sum payment shall be paid on or before July 25, 2025 and shall be paid jointly to Hicks and Cory Hartsfield, P.C. and delivered to the law offices of Cory Hartsfield, P.C, address to be provided. Hicks further agrees to waive his right to file any grievances with respect to the subject matter of this Agreement.
2. For the consideration of Fort Davis ISD releasing Hicks from his employment contract with Fort Davis ISD, and other valuable consideration, the receipt of which is hereby acknowledged, Hicks hereby submits his resignation, which is attached as **Exhibit B**, and hereby resigns all and any employment with Fort Davis ISD, effective June 30, 2025. Hicks' resignation on execution of this Agreement is hereby accepted on behalf of Fort Davis ISD, and is non-rescindable. Hicks further agrees not to reapply for employment with Fort Davis Independent School District. Hicks also agrees that he will not engage in any communications or solicitation of business with any of the entities listed in the attached **Exhibit C**, for five (5) years past the signing of this Agreement.
3. For the consideration of Fort Davis ISD releasing Hicks from his employment contract with Fort Davis ISD and other valuable consideration, the receipt of which is hereby acknowledged, Hicks further agrees to indemnify and reimburse Fort Davis ISD should any reimbursement or penalty filings be made by the Texas Education Agency or the Texas Retirement System regarding Hicks' employment with and salary payments to Hicks starting from July 1, 2023 through his resignation date of June 30, 2025. For the consideration of Hicks releasing Fort Davis ISD pursuant to paragraph 5 herein, Fort Davis ISD agrees that it will not modify in any way the information provided to Texas Education Agency and/or Texas Retirement system by Hicks from July 1, 2023, through his resignation date, regarding his employment and salary payments made to him unless required to do so by either the Texas Education Agency and/or Texas Retirement System.



4. The Parties agree to issue a joint public statement with respect to Hicks' resignation from the District, which is attached hereto as **Exhibit D** and incorporated herein by reference. The Board, Trustees, individually and collectively, and Hicks also hereby agree that each of them shall refer any third party inquiries regarding Hicks' employment as an employee of the District and as Superintendent of Fort Davis ISD to this joint public statement by providing a copy of **Exhibit D** to the third party, and to make no other comments.
5. For valuable consideration, the receipt of which is hereby acknowledged, Hicks, to the fullest extent permitted by law, releases and discharges Fort Davis ISD, its past, present, and future trustees, employees, representatives, and assigns, all both in their individual and in their official capacities, from all claims, causes of action, rights and obligations arising under common law or under federal or state constitutions or laws and relating to, arising out of or regarding any acts or events occurring before the date of execution of this Agreement by Hicks.
6. Hicks further agrees, again to the fullest extent permitted by law, to refrain from instituting, prosecuting, pressing, or in any way aiding in the institution or prosecution of any lawsuit, claim, action, grievance, appeal or administrative proceeding against Fort Davis ISD, its past, present and future trustees, employees, representatives, and assigns, both in either their individual or in their official capacities, for any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by Hicks. It is the express and unequivocal intent of Hicks to release, to the fullest extent permitted by law, all claims of any kind or character whatsoever that Hicks has or might have against Fort Davis ISD, its employees, agents, trustees or representatives, whether current or former, all both in their official and in their individual capacities, up to and including the date of Hicks's execution of this Agreement. In the event Hicks files or participates in any charge, complaint, administrative investigation or administrative proceeding, Hicks hereby waives and releases his right to recover monetary damages in any charge, complaint, administrative proceeding or lawsuit filed by Hicks or by any person or entity on Hicks's behalf.
7. The release and waiver by Hicks set out in paragraphs 5 and 6 above includes a waiver of his rights under the Age Discrimination in Employment Act, codified in 29 U.S.C. §626(f). This waiver of rights under 29 U.S.C. §626(f) only applies to those rights or claims arising at or before the date on which this Agreement is executed by Hicks, and those rights are knowingly waived in exchange for the consideration which is incorporated in the settlement terms referenced in paragraphs 1 & 2 of this Agreement. Hicks' execution of this Agreement acknowledges that he has been advised to consult with an attorney prior to executing this Agreement. Hicks voluntarily and knowingly manifests his consent to this Agreement through his signature of the Agreement. Hicks has twenty-one (21) days within which to consider this Agreement, and seven (7) days after signing the Agreement to revoke the Agreement. The Agreement shall be irrevocable and binding upon Hicks, his heirs, assigns, and agents, after the expiration of the revocation period.



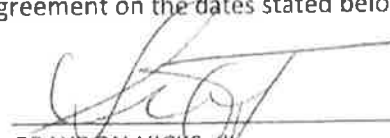
8. In the event Hicks violates the terms of the waivers, releases and discharges contained in this Agreement, then Hicks shall defend, hold harmless and indemnify Fort Davis ISD, its past, present and future trustees, employees, representatives, and assigns, all in both their individual and in their official capacities, from all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal or administrative proceedings brought by, through, under, or in the name of, or on behalf of Hicks arising from or in any way related to any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by Hicks, including but not limited to any and all costs incurred to defend against any such claims, charges, administrative proceedings or suits brought by, through, under, or in the name of Hicks.
9. Finally, Board of Trustees, individually and collectively, and Hicks and his representatives and agents, further agree not to make any oral or written communication to any person or entity which disparages, has the effect of damaging the reputation of, or which in any way can be viewed or interpreted as being detrimental to Fort Davis Independent School District, its past, present, and future elected officials or trustees, employees, attorneys, representatives, officers, or agents. Likewise, the Fort Davis ISD Board of Trustees, individually and collectively, and Hicks and his representatives and agents, further agree not to make any oral or written communication to any person or entity which disparages, has the effect of damaging the reputation of, or which in any way can be viewed or interpreted as being detrimental to Hicks, his attorneys or agents.
10. This document is the final agreement of the Parties. The Parties are not relying on any representations or promises between the Parties other than those set out in this Agreement. This Agreement constitutes the entirety of the understanding between all the parties hereto. This Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns. If any part of this Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable.
11. By signing below, Hicks acknowledges that he has been advised of the right to consult with an attorney and has been provided with the opportunity to consult with the attorney of his choice regarding the terms and conditions of this Agreement.
12. This Agreement is hereby deemed performable entirely in Jeff Davis County, Texas and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas.



The Parties have made and executed this Agreement on the dates stated below.

Date: 5-29-25

By:


GRAYDON HICKS, III
Superintendent

For: FORT DAVIS INDEPENDENT SCHOOL DISTRICT

Date: 06/03/2025

By:


James Weaver (Jun 3, 2025 10:27 CDT)
JAMES WEAVER
Board President



Interim Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of FORT DAVIS INDEPENDENT SCHOOL DISTRICT (the "District") and GRAYDON HICKS, III (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a part-time basis per school year, beginning July 1, 2025 and ending June 30, 2026. The Board and the Superintendent ("the Parties") may extend the term of this Contract by written agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
 - 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care,



skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

- 5.1 **Salary.** The Superintendent shall be paid according to the district administrator pay scale, level 3, step 25 per year until the end of the contract period. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the superintendent with any adjustment being in the form of either a written addendum to this Contract or a new Contract. This term does not allow the Board to pay the Superintendent less than the salary set forth above, except by mutual written agreement of both the Superintendent and the Board.
- 5.2 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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.
- 5.3 **Performance Compensation.** There will be no performance compensation for the term of this contract, except by board approval, and at the Board's sole discretion.
- 5.4 **Leave.** The Superintendent may take up to ten (10) days of vacation per year. The Superintendent shall observe the same holidays and breaks as provided to other 12-month administrators in the Board's adopted annual calendar. No other local leave policies for district personnel shall apply to the Superintendent. The Superintendent shall schedule vacation days with prior approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties.
- 5.5 **Liability Insurance.** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 5.6 **Health Insurance.** The District shall pay the approved amount set forth by the Board for district employees per month toward the premium for insurance coverage under the district's plan for health and medical insurance for the Superintendent. This amount is the same amount the District provides to all District employees. The Superintendent shall be responsible for any costs above this amount, including premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse.
- 5.7 **Life and Disability Insurance.** The District shall provide the Superintendent with a term life insurance policy in the amount of Ten Thousand Dollars (\$10,000). The District shall pay the premiums for the life insurance policy for the duration of this Contract. The life insurance policy shall be owned by the District on the life of the



Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

- 5.8 **Travel Allowance.** The District shall provide the Superintendent with mileage expense reimbursement, for the Superintendent's use of his personal automobile for District business requiring travel outside of the District. The reimbursement will be at the highest rate allowed by IRS rules, at the time the expense is incurred, for miles traveled while performing the Superintendent's duties. The District shall also reimburse for required overnight stays for District business and meals during such travels, up to an amount equal to the state per diem rates for same.
6. **Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District.
- 6.1 The District shall reimburse the Superintendent for the cost of memberships for up to Seven Hundred Dollars (\$700) per year in local, state or national professional organizations of the Superintendent's choosing, subject to advance Board approval.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code chapter 21.
9. **General Provisions.**
- 9.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
- 9.2 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 9.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.
- 9.4 **Applicable Law and Venue.** Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.



- 9.5 **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.

10. **Notices.**

- 10.1 **To Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 10.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The 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.

11. **Notice to employee.** All incoming employees automatically become members of the Social Security per the Trustee Minutes dated January 9, 1968.

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

Superintendent: _____

Date signed: _____

Fort Davis Independent School District

By: _____
President, Board of Trustees

Date signed: _____



June 3, 2025

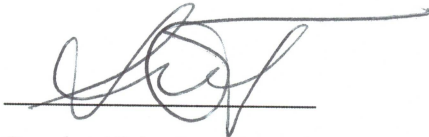
James Weaver, President
Board of Trustees
Fort Davis ISD

Dear Mr. Weaver:

I hereby submit my resignation as an employee and as Superintendent of the Fort Davis ISD, to be effective 11:59 p.m. June 30, 2025.

My resignation as the Superintendent and an employee of the Fort Davis ISD is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Retirement and Release Agreement between the Fort Davis ISD and me effective the 30th day of June, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "Graydon Hicks", is written over a horizontal line.

Graydon Hicks, Superintendent

Handwritten initials, possibly "G" and "H", in black ink.

FDISD Partnerships

- St Francis Montessori- El Paso
- Kids Village Montessori- El Paso
- Flying Colors-El Paso
- Steam Preschool- El Paso
- KinderCare- National Franchise
- Alpine Christian- Alpine
- Wonder School Montessori- Marfa
- Transformative Leadership- Monahans
- Q&A Preschool- Burleson
- Escuela Montessori-El Paso
- Hill Country Leadership Academy- Marble Falls
- Calvary Christian School- Harlingen
- Athens Christian- Athens
- Canton Christian Academy- Canton
- Taking Kidz Places- Pearland
- Little STEM Academy- Pearland
- Golden Star Academy- Pearland
- Goddard School- Statewide Franchise
- Rivertree Academy- Fort Worth
- Greenspace Learning- Fort Worth
- Midland Christian- Midland
- Lake Country Christian- Fort Worth- 2025-26

Inter-local Agreement Districts

- **Sundown ISD**
- **Bellevue ISD**
- **Brookesmith ISD**
- **Marfa ISD**
- **Coahoma ISD**
- **Benavides ISD**
- **Patton Springs**
- **Presidio ISD**
- **Welch ISD**
- **Waelder ISD**

Final 5/29/25

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Fort Davis Independent School District

The Fort Davis ISD Board of Trustees and Mr. Graydon Hicks are pleased to announce the formal retirement of Mr. Hicks from his role as Superintendent for the Fort Davis ISD. The Board of Trustees expresses its appreciation to Mr. Hicks for his extended service to the Fort Davis ISD, where he faithfully served as the district leader for the last 12 years, guiding the District through extreme financial struggles over the years.

Mr. Hicks thanks the Board of Trustees for providing him with the opportunity to serve the District and community in the second chapter of his career. Mr. Hicks expresses his heartfelt appreciation to the staff and community for their support of the District's programs and services during his years in the District, culminating in his role as Superintendent.

Mr. Hicks thanks the community and Trustees that allowed him the privilege and opportunity to serve our kids, parents, and staff in the community in which he grew up, attended school, taught, and served as the second longest superintendent in the history of the district. Mr. Hicks also wishes to acknowledge the efforts of the FDISD staff, parents, and community who worked with him to ensure the district's continued viability and service for children. Our children have always been the first priority for Mr. Hicks and the Board of Trustees.

EXHIBIT D

A handwritten signature in black ink, appearing to be 'GJ' or similar, located in the bottom right corner of the page.