



**LEGACY PREPARATORY CHARTER ACADEMY
MESQUITE WEST - PLANO**

December 14, 2022
FOR IMMEDIATE RELEASE

For further information,
contact: The Finance Office
(469) 249-1099

Legacy Preparatory Charter Academy (CDN# 057846) Earns State's Highest Fiscal Accountability Rating

Legacy Prep officials announced that the school received a rating of "A" for "Superior Achievement" under Texas' School FIRST financial accountability rating system. The "Superior Achievement" rating is the state's highest, demonstrating the quality of Legacy's financial management and reporting system.

This is the 19th year of Charter FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas schools developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999 and amendments under House Bill 5, 83rd Texas Legislature, Regular Session, 2013. The primary goal of School FIRST is to achieve quality performance in the management of school resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

"We are very pleased with Legacy's School FIRST rating," said Staci Weaver, Superintendent. This rating shows that our school is making the most of our taxpayers' dollars. This rating shows that Legacy's schools are accountable not only for student learning, but also for achieving these results cost-effectively and efficiently."

The Texas Education Agency assigned one of four financial accountability ratings to Texas schools, with the highest being "A" for "Superior Achievement," followed by "B" for "Above-Standard Achievement," "C" for "Standard Achievement" and "F" for "Substandard Achievement." **Legacy Preparatory Charter Academy** has achieved the highest rating for 3 prior year(s).

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Legacy Preparatory Charter Academy (CDN 057846)
2022 School FIRST Annual Financial Management Report

School Financial Integrity Reporting System of Texas (FIRST) Ratings

	2022	2021	2020
Rating Issued	A - Superior	A - Superior	A - Superior

Superintendent's Current Employment Contract

2020-2021 - Superintendent had a contract with the school and received \$150,500 in total pay. The contract is posted on the school's website.
2021-2022 Superintendent had a contract with the school and received \$185,216 in total pay. The contract is posted on the school's website.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2021

Description of Reimbursements	Superintendent Ms. Staci Weaver	Board Chair Byron Ricks	Board Members Members
Meals	\$0.00	\$0.00	\$0.00
Lodging	0.00	0.00	0.00
Transportation	1,104.82	0.00	0.00
Motor Fuel	0.00	0.00	0.00
Other (Charter School Conference/Campus Supplies)	0.00	0.00	0.00
Total	\$1,104.82	\$0.00	\$0.00

**Outside Compensation and/or Fees Received by the Superintendent
for Professional Consulting and/or Other Personal Services**

For the Twelve-Month Period
Ended August 31, 2021

Name(s) of Entity (ies)	Amount Received
	\$0.00
Total	\$0.00

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)
(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period
Ended August 31, 2021

	Superintendent Ms. Staci Weaver	Board Members All
Total	\$0.00	\$0.00

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2021

Amounts	Board Members All
	\$0.00



User: Public
User Role: Public

Rating Year: 2021-2022 **CDN:** 057846

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2021-2022 Ratings Based on Fiscal Year 2021 Data - Charter School Status Detail

Charter School Status Detail

Indicator Detail Summary

Determination of Ratings

Size-Dependent Indicators

Name: LEGACY PREPARATORY (057846)	Publication Level 0: 7/26/2022 11:47:38 AM
Status: PASSED	Publication Level 1: 11/4/2022 3:42:41 PM
Rating: A - Superior Achievement	Publication Level 2: 11/4/2022 3:42:41 PM
Charter School Score: 100	
Passing Score: 70	Last Updated: 11/4/2022 3:42:41 PM

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Determination of Ratings

Size-Dependent Indicators

LEGACY PREPARATORY (057846)

Status	Indicator Num	Indicator Description	Updated	Score
P	+1 1	Was the complete annual financial report (AFR) and charter school financial data submitted to TEA within 30 days of the November 27 or January 28 deadline depending on the charter school's fiscal year end date of June 30 or August 31, respectively?	7/26/2022 11:47:17 AM	YES
P	+1 2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	7/26/2022 11:47:17 AM	YES
P	+1 3	Was the charter school in compliance with the payment terms of all debt agreements at fiscal year end? (If the charter school was in default in a prior fiscal year, an exemption applies in following years if the charter school is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	7/26/2022 11:47:17 AM	YES
P	+1 +2 4	Did the charter school make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	7/26/2022 11:47:17 AM	YES, Ceiling Not Activated
P	+1 +2 5	Was the total net asset balance in the Statement of Financial Position for the charter school greater than zero? (If the charter school's	7/26/2022 11:47:17 AM	YES, Ceiling Not Activated

		change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 7 percent increase in 5 years.)		
+2	6	Was the average change in total net assets over 3 years less than a 25 percent decrease or did the current year total net asset balance exceed 75 days of operational expenditures [(total expenditures less depreciation) /365]*75 days?	7/26/2022 11:47:17 AM	Passed
	7	Was the number of days of cash on hand and current investments for the charter school sufficient to cover operating expenses? The calculation will use expenses, excluding depreciation.	7/26/2022 11:47:17 AM	10
	8	Was the measure of current assets to current liabilities ratio for the charter school sufficient to cover short-term debt?	7/26/2022 11:47:17 AM	10
	9	Did the charter school's revenues equal or exceed expenses, excluding depreciation? If not, was the charter school's number of days of cash on hand greater than or equal to 40 days? The calculation will use expenses, excluding depreciation.	7/26/2022 11:47:17 AM	5
	10	This indicator is not being scored.		10
	11	Was the ratio of long-term liabilities to total assets for the charter school sufficient to support long-term solvency? (If the charter school's change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 7 percent increase in 5 years.)	7/26/2022 11:47:17 AM	10
	12	Was the debt service coverage ratio sufficient to meet the required debt service?	7/26/2022 11:47:17 AM	10
	13	Did the charter school have a debt-to-capitalization percentage that was reasonable for the charter school to continue operating?	7/26/2022 11:47:17 AM	5
	14	Was the charter school's administrative cost ratio equal to or less than the threshold ratio?	7/26/2022 11:47:17 AM	10
	15	Did the charter school not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the charter school will automatically pass this indicator.)	7/26/2022 11:47:17 AM	10
	16	This indicator is not being scored.		5
+2	17	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the charter school's AFR result in a total variance of less than 3 percent of all expenses by function?	7/26/2022 11:47:17 AM	Passed
+2	18	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial	7/26/2022 11:47:17 AM	Passed

			reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)		
		19	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	7/26/2022 11:47:17 AM	10
		20	Did the charter school post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the charter school's fiscal year end?	7/26/2022 11:47:17 AM	5
	†2	21	This indicator is not being scored.		
					100 Weighted Sum
					1 Multiplier Sum
					(100 Ceiling)
					100 Score

†1: must pass 5 total
†2: ceiling indicator

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Charter FIRST
Financial Integrity Rating System of Texas

User: Public
User Role: Public

Rating Year: 2021-2022 ▼

CDN: 057846 ▼

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Size-Dependent Indicators

Indicator 14

ADA Size:	≥ 1,000	500-999	< 500	Points
	≤ 0.1401	≤ 0.1561	≤ 0.2645	10
	> 0.1401 and ≤ 0.1651	> 0.1561 and ≤ 0.1811	> 0.2645 and ≤ 0.2895	8
Threshold	> 0.1651 and ≤ 0.1901	> 0.1811 and ≤ 0.2061	> 0.2895 and ≤ 0.3145	6
Ratio	> 0.1901 and ≤ 0.2151	> 0.2061 and ≤ 0.2311	> 0.3145 and ≤ 0.3395	4
	> 0.2151 and ≤ 0.2401	> 0.2311 and ≤ 0.2561	> 0.3395 and ≤ 0.3645	2
	> 0.2401	> 0.2561	> 0.3645	0

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6-22-2021

Ms. Staci Weaver
2810 Routh Creek Parkway,
Apt. 1131
Richardson, TX, 75082

**Re: Offer of At-Will Employment
Position – Interim Superintendent**

Dear Ms. Weaver:

Legacy Preparatory Academy (the “School”) is pleased to offer you a position as Interim Superintendent. We are dedicated to achieving our mission of preparing students for success in school and in the community, and welcome your contribution to our team. While you will be invited and encouraged to apply for the permanent superintendent position through any search process the Board may undertake, should you not be selected you will be reassigned to your immediately previous position as Senior Director of School Operations based on the same terms and conditions as before.

By signing this Agreement below, you hereby accept this offer of employment subject to the following terms and conditions:

1. **Term:** Your employment shall be on a month-to-month basis with employment commencing on the 1st day of July, 2021. 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 Board of Directors or the Board’s designee.

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.

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2. **Compensation:** The School agrees to pay you an annual salary of \$138,500 to be paid in equal semi-monthly installments of \$5770.83. 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.

Car Allowance. The Board shall provide the Interim Superintendent with an automobile allowance in the sum of \$650 per month, for School-related travel between the three campuses, which payment is in lieu of mileage expense reimbursement and gasoline or other vehicle upkeep charges associated with such travel. This allowance shall be paid in addition to the annual salary set forth in Section 2 above. The Interim Superintendent will be reimbursed by the School on a per mile basis for School related travel in the Interim Superintendent's personal automobile to destinations over and above the travel to the Schools in accordance with Board policy.

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.

Health Insurance Benefit: The School shall provide health insurance benefits to the Interim Superintendent. The benefits shall be the standard health insurance benefits provided to other professional employees of the School. If the Interim Superintendent elects to opt-out of the School's provided health insurance, she shall receive the amount of School's premium payments that her insurance would have cost as additional salary under Section 2.

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Disability Insurance. The School shall apply for and pay the annual premiums for a long-term disability income policy for the Interim Superintendent, which policy shall provide disability income of Six Thousand and No/100 Dollars (\$6,000.00) per month or 60% of the Interim Superintendent's then-current annual salary, whichever is greater, to the Interim Superintendent or the Interim Superintendent's designated beneficiary in the event the Interim Superintendent becomes disabled or incapacitated during the term of this Contract.

Mobile Phone/Broadband. In addition to the compensation provided in 2 above, the School shall, for the duration of this Contract, provide the Interim Superintendent with a stipend for a mobile telephone with data in the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per month. The Interim Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the School. The Interim Superintendent shall have total responsibility for payment of such personal cell phone account and the School shall have no obligation or responsibility related to such personal account other than the monthly payment to the Interim Superintendent of the mobile telephone stipend stated herein. Due to the advent of a remote work environment. A stronger broadband is needed. An additional stipend in the sum of One Hundred Dollars (\$100) a month

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:** The Interim Superintendent is the Chief Executive Officer of the School's charter holder, and shall faithfully perform the duties of the Interim Superintendent of the School as prescribed in a job description for that position and/or as may be described in the School's charter, which may be amended from time to time, and as may be assigned by action of the Board. Specifically, it shall be the duty of the Interim Superintendent to communicate with and advise the Board on administrative matters; communicate with the School's administration regarding directives from the Board; negotiate and execute contracts where authorized by the Board; direct, assign, reassign, and oversee the evaluation of all School employees consistent with Board policies and federal and state law; evaluate program effectiveness; seek and create avenues of additional funding; ensure that the School's culture and curriculum follow the School's charter; plan and report to the Board on expansion and facilities; encourage and support development of innovative instructional programs; promote the use of technology in the teaching and learning process; and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the School consistent with the Board's lawful directives, Board policy, the School's charter, and state and federal law.

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The Interim Superintendent shall perform her duties with care, diligence, skill, and expertise, and shall devote substantially all of her time, skill, labor, and attention to her employment and the performance of her duties during the term of this Contract. The Interim Superintendent shall further comply with all lawful Board directives, applicable State and Federal law, the School's charter, and School policy, rules, and regulations, as they presently exist or may hereafter be amended.

Board Meeting Attendance. The Interim Superintendent shall be permitted to attend all meetings of the Board, both public and closed, with the exception of those closed meetings involving the consideration or discussion of any action on the Interim Superintendent's At-will Agreement, evaluation of the Interim Superintendent's performance, or the Interim Superintendent's salary, terms, or benefits of employment as set forth in this Contract. The Interim Superintendent may also be excused by the Chairman of the Board from such meetings where the Board is meeting to resolve internal Board conflicts, or when the Board is acting in its capacity as a tribunal.

Criticisms, Complaints, and Suggestions. The Board, individually or collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Interim Superintendent or her designee for study and appropriate action, and the Interim Superintendent shall either investigate or designate appropriate staff to investigate such matters and inform the Board of the results of such action, if any.

Professional Conduct. Throughout her employment with the School, the Interim Superintendent shall conduct herself in accordance with Board policy and directives, the Code of Ethics of the American Association of School Administrators, and the Code of Ethics and Standard Practices for Texas Educators, as such may be amended.

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. **Required Documentation:** You are responsible for providing the following information prior to beginning employment with the School:
 - Verification of your identity and legal authorization to work in the United States through completion of the federal I-9 form (please bring suitable documentation on your first day of work; examples include, but are not limited to, a U.S. passport or both a driver's license and a U.S. Social Security card).

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- Verification of the information contained in your employment application, including certifications and satisfactory references.
- Authorization for the School to conduct a criminal history background information check. You understand that state law requires criminal history background checks to be performed for employment with the School. To this end, employment is contingent upon your having executed a separate background check authorization and the completion of a satisfactory background and criminal record check under applicable state law, and as determined by the School. You hereby represent that you have disclosed to the School, in writing, any conviction, no contest, or guilty plea, deferred adjudication, or other adjudication for any felony or other offense listed at 19 Texas Administrative Code § 249.16(c) and Texas Education Code §§ 12.120 and 22.085, or as otherwise required by law. You further agree to notify the School within 48 hours of any arrest, indictment, or conviction for any felony or misdemeanor involving moral turpitude.
- Your written acknowledgement of receipt of the School's Employee Handbook and acceptance of all the policies and terms contained therein.
- For applicants for a position described by Education Code 21.003(a) or (b), a pre-employment affidavit disclosing whether you have ever been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor. The affidavit must be in a form adopted by the Texas Education Agency.

A false statement in the employment application or in information provided by you and/or any misrepresentations or omissions of requested information may be considered misconduct connected with the work, and grounds for your immediate termination.

Additionally, the School may terminate this Agreement at any time if you are named in the Texas Education Agency's registry of individuals ineligible to work in a public school.

8. **Technology Access.** In further addition to the compensation provided in 2 above, the School shall, for the duration of her employment, provide the Interim Superintendent with a mobile telephone and laptop computer with unrestricted local and national access for both professional and personal use.
9. **Professional Development.** The Interim Superintendent shall devote her time, attention and energy to the direction, administration, and supervision of the School. The Board, however, encourages the continued professional growth of the Interim Superintendent through her active attendance at, and participation in, appropriate professional seminars, courses, or meetings at the local, regional, state, and national levels as approved by the

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Board. In its encouragement of the Interim Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Interim Superintendent as the Interim Superintendent and the Board deem appropriate to attend such seminars, courses, or meetings.

10. **Required Training.** The Interim Superintendent shall comply with the requirements contained in Title 19, Texas Administrative Code, section 100.1103 pertaining to training for Chief Executive Officers of open-enrollment charter schools at the expense of the School.
11. **Expenses.** The School shall pay or reimburse the Interim Superintendent for reasonable expenses incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this Contract. The School agrees to pay the actual and incidental costs incurred by the Interim Superintendent for travel as per the employee handbook. Such actual or incidental contracts may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the School. The Interim Superintendent shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policies.
12. **Annual Performance Goals:**

Development of Goals: The Interim Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the School. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Interim Superintendent's performance is reviewed and evaluated.

Performance Review. The Board may conduct annual evaluations of the Interim Superintendent based on accomplishment of measurable goals and objectives as described in Paragraph 12 of this At-Will Agreement, and performance factors established by the Board in the Interim Superintendent's evaluation form.

Confidentiality. Unless the Interim Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Interim Superintendent from sharing the content of the Interim Superintendent's evaluation with their respective legal counsel.

13. **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

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LEGACY PREPARATORY CHARTER ACADEMY MESQUITE WEST - PLANO

limited to a right of continued employment), or a claim of entitlement, is intended or created by this at-will Agreement.

14. **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.
15. **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 Superintendent of Schools.
16. **Failure to sign and return this Agreement to the Human Resources Department by 6-28-21 shall result in a rejection of the employment offer for the 2021–2022 school year.**

On behalf of Legacy Preparatory Academy, we are very pleased by the opportunity to have you as a member of our faculty and staff, and look forward to your contribution to the school.

Sincerely,

By: DocuSigned by:
Byron Ricks
C2550A32335A40E...
Byron Ricks, Board President

I have read this Agreement and agree to abide by its terms and conditions. I understand and agree that my employment with Legacy Preparatory Academy is at-will.

Employee: DocuSigned by:
Staci Weaver
21998E0E83C5409... Date: 6/23/2021

Legacy Preparatory Academy

By: DocuSigned by:
Rebecca Good
84D3F0A1428F432... Date: 6/23/2021

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LEGACY PREPARATORY CHARTER ACADEMY SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

THIS SUPERINTENDENT’S CONTRACT (“the Contract”) is made and entered into by and between the Governance Board (“the Board”) of Legacy Preparatory Charter Academy (“the School”) and Staci L. Weaver (“the Superintendent”).

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the School, which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and the Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship, and to serve as the basis of effective communication between them;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

I. Term

1.1 **Term.** The Board hereby agrees to employ the Superintendent for a term commencing on the 1st day of November, 2022 and ending on the 30th day of June, 2025, unless terminated earlier by mutual consent of both parties or as otherwise permitted under this Contract. Each school year shall require a minimum of 226 days of service by the Superintendent. This Contract is conditioned upon continued funding and appropriations of the School by the State of Texas pursuant to the School's charter.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment.

II. Employment

2.1 **Duties.** The Superintendent is the educational leader of the School, and shall faithfully perform the duties of the Superintendent of Schools as prescribed in a job description for that position and/or as may be described in the School's charter, which may be amended from time to time by action of the Board. Specifically, it shall be the duty of the Superintendent to communicate with and advise the Board on administrative matters; communicate with the School's administration regarding directives from the Board; negotiate and execute contracts where authorized by the Board; direct, assign, reassign, and oversee the evaluation of all School employees consistent with Board policies and federal and state law; evaluate program effectiveness; seek and create avenues of additional funding; ensure that the School's culture and curriculum follow the School's charter; plan and report to the Board on expansion and facilities; encourage and support development of innovative instructional programs; promote the use of technology in the teaching and learning process; and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the School consistent with the Board's lawful directives, Board policy, the School's charter, and state and federal law. The Superintendent shall perform her duties with care, diligence, skill, and expertise, and shall devote substantially all of her time, skill, labor, and attention to her employment and the performance of her duties during the term of this Contract.

2.2 **Certification.** The Superintendent shall, at all times during the term of this Contract, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency.

2.3 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings involving the consideration or discussion of any action on the Superintendent's contract, evaluation of the Superintendent's performance, or consideration of the Superintendent's salary, terms, or benefits of employment, as set forth in this Contract. The Superintendent may also be excused from a closed session by the Board President when the Board is meeting to resolve internal Board conflicts, when the Board is acting in its capacity as a tribunal, or at other times at the discretion of the Board President where the Board President determines such is in the best interest of the corporation. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.4 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent or her designee for study and appropriate action, and the Superintendent shall either investigate or designate appropriate staff to investigate such matters and inform the Board of the results of such action, if any.

2.5 **Professional Conduct.** Throughout the term of this Contract, the Superintendent shall conduct herself in accordance with Board policy and directives, the Code of Ethics of the American Association of School Administrators, and the Code of Ethics and Standard Practices for Texas Educators, as such may be amended.

2.6 **Indemnification.** The School does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses

and attorneys' fees incurred in any legal proceedings brought against her in her individual or official capacity as an employee, and as Superintendent, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the School acting within the course and scope of her employment with the School; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed a willfully wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the School or by the Superintendent. Selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the School if such legal counsel is not also the School's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will be that of the terms of the applicable insurance contract. The provisions of this section shall survive the termination of this Contract.

III. Compensation and Professional Development

3.1 **Salary.** The School shall pay the Superintendent an annual salary of \$155,040 to be paid in semi-monthly installments on the School's regularly scheduled pay days each month, for her services rendered during the preceding month, or in accordance with the schedule of salary payments in effect for other employees, at the option of the Superintendent.

3.2 **Receipt of Funds.** The Superintendent's compensation/salary and payment thereof by the School shall be expressly conditioned upon and subject to actual receipt by the School of state and/or federal funds required for the School's operations.

3.3 **Professional Development.** The Superintendent shall devote her time, attention, and energy to the development, direction, and promotion of the School. The Board, however, encourages the continued professional growth of the Superintendent through her active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels as approved by the Board. The Board shall encourage the use of data and information sources, and shall encourage the membership and participation of the Superintendent in pertinent associations, education seminars, conferences, and courses, as well as participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School. The Superintendent shall devote a reasonable amount of time to attend such seminars, courses, conferences, or meetings at the Superintendent's discretion. The School shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The School shall bear the reasonable cost and expense for such attendance and membership.

3.4 **Community Involvement.** The Superintendent is further encouraged to participate in community and civic affairs.

3.5 **Consulting Services.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the School (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the School. The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at no expense to the School. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.6 **Expenses.** The School shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The School agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the School. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, parking, rental car, and other expenses incurred in the performance of the business of the School. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The Superintendent shall cooperate with the School's external auditors so that the auditors can perform a complete audit of the Superintendent's expenses on a yearly basis and report the audit results to the Board.

3.7 **Car Allowance.** The Board shall provide the Superintendent with an automobile allowance in the sum of \$650 per month, that covers all School-related travel between the campuses and any other work-related travel, which payment is in lieu of mileage expense reimbursement and gasoline, or other vehicle upkeep charges associated with such travel. This allowance shall be paid in addition to the annual salary set forth in Section 3.1 above.

3.8 **Personal Leave.** The Superintendent is hereby granted ten (10) days of paid time off (for vacation, sick leave or personal leave) that may be used as needed by the Superintendent. For any unused paid time off, the Superintendent shall receive payment at the current daily rate of pay, for any unused leave days in June of each year. This shall exclude state leave days.

3.9 **Health Insurance Benefit.** The School shall provide health insurance benefits to the Superintendent. The benefits shall be the standard health insurance benefits provided to other professional employees of the School. If the Superintendent elects to opt-out of the School's provided health insurance, she shall receive the amount of School's premium payments that her insurance would have cost as additional salary under Section 3.1.

3.10 **Disability Insurance.** The School shall apply for and pay the annual premiums for a long-term disability income policy for the Superintendent, which policy shall provide disability income of Six Thousand and No/100 Dollars (\$6,000.00) per month or 60% of the Superintendent's then-current annual salary, whichever is greater, to the Superintendent or the Superintendent's designated beneficiary in the event the Superintendent becomes disabled or incapacitated during the term of this Contract.

3.11 **Mobile Phone/Broadband.** In addition to the compensation provided in 3.1 above, the School shall, for the duration of this Contract, provide the Superintendent with a stipend for a mobile telephone with data and for high speed broadband internet to her residence in the sum of Three Hundred Fifty and No/100 Dollars (\$350.00) per month. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the School. The Superintendent shall have total responsibility for payment of such personal cell phone account and the School shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone stipend stated herein.

3.12 **Performance Bonus.** Upon completing the Superintendent's annual performance evaluation for each year of this Contract, the District shall pay the Superintendent as salary, on or before June 30th of each year of the Contract, an additional Salary Performance Incentive between \$5,000 and \$15,000 per year with the specific amount at the sole discretion of the Board and subject to availability if funds, payable only in the event the Superintendent meets certain goals established by the Board and Superintendent for her work pursuant to Article IV of this Contract.

3.13 **Retirement Annuity.** The School shall annually pay into either a 403b plan or 457f plan, whichever the School may establish, an employer contribution that is equal to the Superintendent's portion of the her member contribution to the Texas Teacher Retirement System ("TRS") beginning November 1, 2022 and continuing for the term of this Contract. Such amounts may be reduced where required by IRS limits or plan requirements.

3.14 **Computer Equipment.** The School shall provide the Superintendent with a laptop computer, iPad, and hot-spot/mobile Internet service for professional use, at the sole cost and expense of the School.

IV. Performance Review

4.1 **Performance Review.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the job description or charter for that position, and shall be based in part on the School's progress towards accomplishing the School's goals, as outlined below or as developed by the Board.

4.2 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and approval, a preliminary list of goals for the School. The goals adopted by the Board shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

4.3 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

V. Termination of Employment Contract

5.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the Superintendent and the Board, in writing, upon such terms and conditions as may be mutually agreed upon, or upon the retirement or death of the Superintendent.

5.2 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause as determined by the Board. The term "good cause" includes:

- a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication;
- c) Insubordination or failure to comply with lawful directives;
- d) Failure to comply with School policies or administrative regulations;
- e) Neglect of duties;
- f) Drunkenness or excessive use of alcoholic beverages;
- g) Illegal use of drugs, hallucinogens, or other substances regulated by State or Federal law;
- h) Conviction of a felony or crime involving moral turpitude;
- i) Failure to meet the School's standards of professional conduct or the Code of Ethics and Standard Practices for Texas Educators;
- j) Failure to comply with the School's reasonable professional development requirements;
- k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the School. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- m) Criminal assault on an employee or student;
- n) Knowingly falsifying records or documents related to School activities;
- o) Conscious misrepresentations of facts to the Board in the conduct of the School's business; and
- p) Any other reason constituting "good cause" under applicable law or as determined by the Board in its sole discretion.

5.3 **Termination Procedure.** In the event the Board determines that this Contract should be terminated for good cause before its term expires, the Superintendent shall be afforded reasonable notice and an opportunity to appear before the Board, at which time the Board shall demonstrate its cause(s), and the Superintendent may offer evidence and argument in rebuttal. This opportunity to appear does not limit or restrict either party's right to bring any action to enforce or interpret this Contract in a court of law or equity with appropriate jurisdiction.

5.4 **Resignation.** The Superintendent may resign with the consent of the Board at any time during the term of this Contract.

5.5 **Disability.** In the event the Superintendent shall become physically or mentally unable to perform the essential functions of her job as Superintendent, the Board, at its option, may terminate

this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it at the Board's sole discretion and the Superintendent shall cooperate with same. Should she fail to cooperate the Board may terminate this Contract for cause.

VI. Miscellaneous

6.1 **Required Training.** The Superintendent shall comply with the requirements contained in Section 100.1103, Title 19, Texas Administrative Code, pertaining to training for chief executive and central administrative officers of open-enrollment charter schools, at the expense of the School.

6.2 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performable in Dallas County, Texas, unless otherwise provided by law.

6.3 **Complete Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract. Accordingly, this Contract embodies the entire agreement between the parties hereto, unless amended pursuant to the terms of this Contract.

6.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, then in lieu of each such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Contract a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the parties and all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

6.6 **Assignment.** This Contract shall inure to the benefit of and shall be binding upon the Board and the Superintendent, but may not be assigned by the Superintendent.

6.6 Governmental Immunity. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE SUPERINTENDENT ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.

Approved in final form by action of the Governance Board of Legacy Preparatory Charter Academy at a lawfully called meeting on the 29th day of November, 2022 and EXECUTED in triplicate originals by the last party to sign on the 29th day of November, 2022.

DocuSigned by:

Byron Ricks

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Chair of the Governance Board of
Legacy Preparatory Charter Academy

DocuSigned by:

Vincent Vittatoe

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Secretary of the Governance Board of
Legacy Preparatory Charter Academy

DocuSigned by:

Staci Weaver

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Staci Weaver, Superintendent
Legacy Preparatory Charter Academy