



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

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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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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