

LEGACY PREPARATORY ACADEMY SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

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COUNTY OF DALLAS

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THIS SUPERINTENDENT’S CONTRACT (“the Contract”) is made and entered into by and between the Governance Board (“the Board”) of Legacy Preparatory Academy (“the School”) and Rebecca B. Good (“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 July, 2020 and ending on the 30th day of June, 2022, 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 Schools 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 \$169,722 to be paid in bi-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, 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 3.1 above. The Superintendent will be reimbursed by the School on a per mile basis for School-related travel in the Superintendent's personal automobile to destinations over and above the travel to the Schools in accordance with Board policy.

3.8 **Personal Leave.** The Superintendent may take, at the Superintendent's choice, 10 (ten) days of vacation during a school year, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative

employees. The Superintendent shall receive payment at the current daily rate of pay, for any unused vacation days in June of each year.

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 in the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) 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. Due to the advent of COVID which forced a remote work environment and due to the need to do the weekly podcasts from home, a stronger broadband is needed. An additional stipend in the sum of One Hundred Dollars (\$100) a month

3.12 **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 for 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.

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.

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 by action of the Governance Board of Legacy Preparatory Academy at a lawfully called meeting on the 15th day of September, 2020 and EXECUTED in triplicate originals by the last party to sign on the 15th day of September, 2020.

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Byron Ricks

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Chair of the Governance Board of
Legacy Preparatory Academy

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Vinca Vothabe

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Secretary of the Governance Board of
Legacy Preparatory Academy

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Rebecca Good

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Dr. Rebecca B. Good