



EMPLOYMENT CONTRACT PROFESSIONAL EDUCATOR FOR 2024-2025 SCHOOL YEAR

This Contract is made and entered into by and between Texas Preparatory Schools an open-enrollment charter school and nonprofit corporation (“EMPLOYER”) and **Mark Terry** referred to herein as “EMPLOYEE.” EMPLOYEE hereby accepts this employment on the following terms and conditions:

1. **Position and Term:** EMPLOYER agrees to employ EMPLOYEE for the 2024-2025 school year as a Professional Staff on a 12-month basis, and according to the work schedule and calendar(s) approved by EMPLOYER, or as may be amended at EMPLOYER’s discretion. EMPLOYER may extend the end date in a school or work year for any reason, including but not limited to adjustments to the instructional schedule or for other school related activities, functions, or trainings. EMPLOYER has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this contract. No property interest or any other entitlement, expectancy or right, express or implied, is created by this contract or beyond the terms of this contract. EMPLOYEE may be assigned to other positions during the term of this contract based on EMPLOYER’s needs and at EMPLOYER’s discretion. **Beginning this contract on August 1, 2024 through July 31, 2025.**
2. **Conditions:** Employment in a position funded in whole or in part by federal, private, or state funds is expressly conditioned upon availability and receipt of sufficient federal, private or state funding for that position. If funding from these sources of any amount becomes unavailable, EMPLOYEE’s employment and this contract is subject to immediate termination. Employment is also conditioned upon EMPLOYER’s contract for charter with the State of Texas remaining in good standing, with full accreditation and renewal in accordance with state law. In extenuating circumstance, including a temporary or permanent closure of the school campus that EMPLOYEE is assigned to, force majeure, program change, or financial exigency deemed necessary by EMPLOYER’s governing body, EMPLOYER may terminate this contract.
3. **Compensation:** EMPLOYER agrees to pay EMPLOYEE an annual salary in 12 equal monthly installments, based on the compensation plan/salary schedule approved by EMPLOYER’s governing body for the above- referenced school year. Salary shall be reduced for absences in excess of authorized, paid leave in accordance with federal and state law or as stipulated in EMPLOYER’s employment handbook or policies. Payments or bonuses for additional or supplemental duties, if any, will be the subject of a separate agreement, between EMPLOYEE and EMPLOYER or as otherwise stipulated by EMPLOYER for all professional educators meeting specific criteria set by EMPLOYER. Such payments, if any, are not included as part of EMPLOYEE’s annual salary. The position of Professional Educator is an exempt position under the FLSA, as such, EMPLOYEE may be required to work more than 40 hours in a workweek without receiving additional compensation. The nature of EMPLOYEE’s position may also necessitate work on the weekends, in the evening, on dates and times not included in the work schedule or school calendar and/or at off-campus locations. Unless otherwise agreed in writing or subject to a bona fide performance pay program, EMPLOYEE’s salary includes consideration and compensation for all assigned duties, responsibilities, and tasks—including but not limited to in-service days, meetings, trainings, professional development and conferences—regardless of the actual number of hours or days (including days not designated on the school or work calendar).

Salary for 2024-2025 (payable in 12 monthly payments from September 2024 through August 2025) is:

Classification: Exempt

Days: 232

Salary: \$114,477.00

Start Date: 8/1/2024

End Date: 7/31/2025

4. **Employment:** EMPLOYEE has no expectation of employment in a specific professional position, duties, or responsibilities and is subject to assignment, reassignment, additional duties, change in responsibilities, transfers, or reclassification of positions or duties, at the sole discretion of EMPLOYER. This Contract is NOT subject to Chapter 21, Texas Education Code.
5. **This Contract expires** at the end of its stated term, or earlier if so, provided in this Contract, in EMPLOYER's policies, procedures or under applicable law. This Contract shall not automatically renew at the expiration of its term and may be renewed only by written notice to the EMPLOYEE from EMPLOYER's governing body or Superintendent.
6. **Duties and Responsibilities:** EMPLOYEE shall perform assigned duties to the best of EMPLOYEE's skills and abilities, and shall discharge the duties required by state and federal rules and regulations, and the policies, regulations and directives of EMPLOYER. EMPLOYEE shall comply with and accept EMPLOYER's policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. EMPLOYEE is responsible for creating a work and learning environment that will promote the success of all students. EMPLOYEE shall faithfully perform to the satisfaction of EMPLOYER all duties and responsibilities set forth in the job description or as assigned. Acceptance of this Contract acknowledges EMPLOYEE's contract to adhere to EMPLOYER's Teacher/Parent/Student Contract. EMPLOYEE agrees to:
 - Be on campus fulfilling job duties or otherwise engaged in work of the school during normal, posted campus hours every Monday through Friday;
 - Maintain a positive, safe, and organized learning environment;
 - Conduct morning and afternoon duties, including bus/carline/parking lot duty, during assigned times;
 - Complete and submit all necessary paperwork in a timely manner, including reports pertaining to student records, instruction, and behavior to be delivered to the school administrator or designee;
 - Attend and actively participate in parent meetings and conferences, exhibitions, parent and family engagement nights, etc.;
 - Communicate and document such communication with the parent/guardian of every assigned student in instances of disruptive/concerning behavior or where an assigned student's academic performance is unacceptable;
 - Respond to all appropriate business communications (from parents, staff members, and students) within 24 business hours;
 - Chaperone local field trips as scheduled;
 - Attend required school, faculty and professional development meetings, and all campus events as requested;
 - Participate in and satisfactorily complete professional development in areas specified by the school;
 - Follow all EMPLOYER policies and procedures, including but not limited to those policies expressed in EMPLOYER's EMPLOYEE Handbook, Student Handbook and Code of Conduct, and as will be communicated to EMPLOYEE from time to time by EMPLOYER;
 - Comply with the Texas Educators' Code of Ethics, 19 Tex. Admin. Code § 247.2, as may be amended; and
 - Perform such other duties assigned to EMPLOYEE by policy, regulation or directive.

Failure to comply with EMPLOYER's policies, procedures or directives may be considered misconduct connected with the work, "Good Cause", and grounds for termination as determined at EMPLOYER's sole discretion. EMPLOYER may suspend EMPLOYEE with or without pay during the term of this Contract for good cause as determined by EMPLOYER in lieu of or in addition to termination. Good Cause shall also include funding or financial needs as determined by EMPLOYER, programmatic changes of EMPLOYER, or as otherwise determined to be in the best interest of EMPLOYER at its sole discretion.

7. **Personnel Records:** This Contract is expressly conditioned on EMPLOYEE's presentation to EMPLOYER's Department of Human Resources a copy of official college transcripts, other state-mandated credentials

including current teaching or professional certificates, other records required for the personnel files or payroll purposes, and any other records or documents required by law or school policy to be filed and/or maintained with EMPLOYER. EMPLOYEE further agrees to provide any certification, service records, teaching credentials, SBEC/TEA documentation relating to certification, and other records and information required by law or EMPLOYER. A false statement in the employment application or in information provided by EMPLOYEE and/or any misrepresentations or omissions of requested information is a breach of contract and may result in EMPLOYEE's immediate termination, which may be considered misconduct connected with the work, good cause and grounds for termination.

8. Criminal History Review: EMPLOYEE understands that state law requires criminal history background checks to be performed for employment with EMPLOYER. To this end, employment is contingent upon EMPLOYEE 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 EMPLOYER. EMPLOYEE understands and further authorizes background and criminal history checks to be conducted and/or updated by EMPLOYER at EMPLOYER's discretion. EMPLOYEE understands and agrees that employment is conditioned on EMPLOYEE executing EMPLOYER's required employment forms and acknowledgments and meeting all eligibility requirements under law or EMPLOYER policy. EMPLOYEE represents that s/he has disclosed to EMPLOYER, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony, misdemeanor involving moral turpitude or any offense listed at 19 Texas Administrative Code § 249.16(b) or Texas Education Code § 12.120. EMPLOYEE further agrees to notify EMPLOYER within 48 hours of any arrest, indictment, or for any conviction for any felony or misdemeanor involving moral turpitude. Failure to comply with this Section 8 may be considered misconduct connected with the work, good cause and grounds for termination as determined at EMPLOYER's sole discretion.
9. Benefits: EMPLOYER shall provide benefits to EMPLOYEE as required by state law and EMPLOYER's policies. EMPLOYER reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the sole discretion of EMPLOYER.

Additional Teacher benefits include:

Employee accrued paid leave. Eight (8) paid leave (refer to leave policy) days per year. Absences not covered by accrued paid leave days will result in docked salary.

Employee Health Benefits. Employees will receive the following health benefits, attached hereto as **24-25 Texas Preparatory School Health Benefits**

Employee Birthday. Employees will receive an additional day off on their birthday (or alternate day off when the birthday is a non-work day) to be scheduled in advance with administration. Birthday benefit will neither accrue nor carry over.

Employee Mental Health. Teachers will receive two mental health days, to be used one per semester (fall/spring). To be scheduled in advance with administration. Mental Health benefits will neither accrue nor carry over and cannot be used on student assessment days or on the day before or after a holiday.

10. Notice to EMPLOYEE: EMPLOYEE agrees to keep a current address on file with EMPLOYER's Department of Human Resources. EMPLOYEE agrees that EMPLOYER may meet any legal obligation it has to give EMPLOYEE written notice regarding EMPLOYEE's employment by hand-delivering the notice to EMPLOYEE or by sending the notice by certified mail, regular mail, and/or express delivery service to EMPLOYEE's address of record.
11. EMPLOYEE shall satisfactorily submit or account for all grades, school equipment including cell phones,


laptops or other required school items at the end of the school year. Except as otherwise required by law, if EMPLOYEE resigns or abandons the performance of his/her duties, s/he shall not receive his/her final salary payment until all reports, records, school equipment, or other required items are properly submitted or returned to EMPLOYER.

12. Failure to sign and return this Contract to the Human Resources Department within seven (7) calendar days shall result in a rejection of the employment offer.
13. This Contract supersedes any and all prior agreements and representations between the parties concerning employment by EMPLOYER of EMPLOYEE. Neither this contract nor any amendments thereto shall be binding unless authorized by EMPLOYER in writing and signed by both parties. This contract does not constitute a "unified contract" with any supplemental duties that may be assigned to EMPLOYEE and/or subject to a separate agreement.
14. This Contract shall be governed by the laws of the State of Texas and is performable in Hays/Travis counties.
15. The parties agree to be bound by the terms of the Mandatory Arbitration Agreement.
16. The parties agree to be bound by the terms of the Covenant Not to Compete. NOTICE: EMPLOYER may report any violation of the Covenant Not to Compete to any other public or private school and may seek to enjoin them from interfering with this Contract. EMPLOYER may also report EMPLOYEE for contract abandonment to the Texas State Board for Educator Certification/TEA as appropriate.

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

EMPLOYEE: 
Mark A. Terry (Aug 31, 2024 21:56 CDT)

Charter District:

By: 
Superintendent

Date Signed: 08/31/2024

24-25 Texas Preparatory School Health Benefits

Basic Life

Texas Preparatory Schools participate in a life insurance program. The basic employee only plan is offered at **no cost** to eligible full-time employees. Eligible part-time employees (less than 20 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

Dental

Texas Preparatory Schools participate in a dental insurance program. The basic employee only plan is offered at **50%** to eligible full-time employees on the base. Eligible part-time employees (less than 20 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

Health

Texas Preparatory Schools participate in the health insurance program provided through the Teacher Retirement System of Texas (TRS). Texas Preparatory School will pay **\$225.00 per month** toward one of the TRS plans selected for all eligible full-time employees, 20 hours or more. Eligible part-time employees (less than 20 hours, but more than 10 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

Short-Term Disability

Texas Preparatory Schools participate in a short-term disability insurance program. It's offered at **50%** to eligible full-time employees on the base short-term disability plan. Eligible part-time employees (less than 20 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

Vision

Texas Preparatory Schools participate in a vision insurance program. This basic employee only plan is offered at **no cost** to eligible full-time employees. Eligible part-time employees (less than 20 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

Texas Retirement System of Texas

Texas Preparatory Schools is required by the laws of the State of Texas to participate in the Teacher Retirement System of Texas in order to provide eligible employees with a monthly pension benefit upon retirement. All employees who work an average of at least 20 hours per week must participate in the full retirement plan. This minimum will apply if there is no full-time equivalent position. If there is a full-time equivalent, the position must be for one-half or more of the full-time equivalent. Participation in the plan begins on your date of hire.

The details regarding Texas Preparatory Schools and employee contribution, vesting, administration, and investments are provided in the Summary Plan Description, which was (if already participating) or will be (as a new teacher in this state) sent to you by the Teacher Retirement System of Texas.








Mark Terry 2024-2025

Final Audit Report

2024-09-01

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| By: | Human Resources (humanresources@bgcsct.org) |
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-  Document created by Human Resources (humanresources@bgcsct.org)
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-  Document emailed to Mark Terry (mark.terry@bgcsct.org) for signature
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-  Document e-signed by Mark A. Terry (mark.terry@bgcsct.org)
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