



## Chief Executive Officer and Superintendent Contract

THE STATE OF TEXAS

COUNTY OF HAYS

This Chief Executive Officer and Superintendent contract ("the contract") is made and entered into this 1<sup>st</sup> Day of August 2020 ("the effective date"), by and between the Board of Volunteers ("the Board") of the Boys & Girls Clubs of South Central Texas dba: Texas Preparatory Schools ("the school") and Mark A. Terry ("the Chief Executive Officer & Superintendent").

WHEREAS, the Board desires to provide the Chief Executive Officer and Superintendent with a written employment contract in order to enhance administrative stability and continuity within the organization and school, which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and the Chief Executive Officer and 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 Chief Executive Officer and Superintendent, for the consideration herein specified, agree as follows:

### 1. Term

1.1 The term of this contract shall be for a term from the effective date through the 31<sup>st</sup> day of August 2021, unless terminated earlier by mutual consent of both parties or was otherwise permitted under this contract. Each subsequent school year, if any, shall require a minimum of 230 days of service by the Chief Executive Officer and Superintendent.

1.2 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.

## **2. Employment**

2.1 The Chief Executive Officer and Superintendent is the leader of the School, and shall faithfully perform the duties of the Chief Executive Officer and Superintendent 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. The Chief Executive Officer and Superintendent shall comply with all Board directives, state and federal law, School policy, rules, regulations, and the School's Charter, as they presently exist or may be amended by the Board at the Board's sole discretion. The Chief Executive Officer and Superintendent shall perform his duties with care, diligence, skill, and expertise, and shall devote substantially his time, skill, labor, and attention to his employment and the performance of his duties during the term of this contract.

2.2 The Chief Executive Officer and Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meeting involving the consideration or discussion of an action on the Chief Executive Officers and Superintendent' contract, evaluation of the Chief Executive Officer and Superintendent's performance, or consideration of the Chief Executive Officer and Superintendent's salary, terms, or benefits of employment, as set forth in this contract. The Chief Executive Officer and Superintendent may also be excused from a closed session by the Board Chairman 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 as the discretion of the Board Chairman where the Board Chairman determines such is in the best interest of the corporation. In the event of illness of Board-approved absence, the Chief Executive Officer and Superintendent designee shall attend such meetings.

2.3 The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Chief Executive Officer and Superintendent or his designee for study and appropriate action, and the Chief Executive Officer and Superintendent shall either investigate or designate appropriate staff to investigate such matters and inform the Board of the results of such action, if any.

- 2.4 Throughout the term of this contract, the Chief Executive Officer and Superintendent shall conduct himself in accordance with Board policy, rules suggested by the Code of Ethics and Standard Practices for Texas Educators, and as such may be amended.
- 2.5 The School does hereby agree to defend, hold harmless, and indemnify the Chief Executive Officer and Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceeding brought against him in his individual or official capacity as an employee, and as Chief Executive Officer and Superintendent, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorney's fees, arose or does arise in the future from an act or omission of the Chief Executive Officer and Superintendent as an employee of the school acting within the course and scope of his employment with the school; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorney's fees for those claims or any causes of action where it is determined that the Chief Executive Officer and 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 Chief Executive Officer and Superintendent. Selection of the Chief Executive Officer and Superintendent's legal counsel shall be with the mutual agreement of the Chief Executive Officer and Superintendent and the School is such legal counsel is not also the school's legal counsel. A legal defense may be provided through insurance coverage, in which case the Chief Executive Officer and Superintendent's right to agree to legal counsel provided for him will be that of the terms of the applicable insurance contract. The provisions of this section shall survive the termination of this contract.

### **3. Compensation**

- 3.1 The organization shall pay the Chief Executive Officer and Superintendent an annual salary of One Hundred and Twelve Thousand, Seven Hundred and Eighty-Five Dollars (\$112,785.00), and benefits of Eight Thousand, Five Hundred and Eighty-Nine Dollars and Sixty cents (\$8,589.60) to be paid in installments of one-twelfth (1/12<sup>th</sup>) of the total annual salary on the last day of each month, for the services rendered during the current month, or in accordance with the schedule of salary payments in effect for other

employees, at the option of the Chief Executive Officer and Superintendent.

3.2 The Chief Executive Officer and 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 by the school's operations.

3.3 The Chief Executive Officer and Superintendent is exclusively responsible for the growth, improvement, development, direction, and promotion of the school. The Board, however, encourages the continued professional growth of the Chief Executive Officer and Superintendent through its 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 Chief Executive Officer and 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 Chief Executive Officer and Superintendent to perform his professional responsibilities for the School. The Chief Executive Officer and Superintendent shall devote a reasonable amount of time to attend such seminars, courses, conferences, or meetings at the Chief Executive Officer and Superintendent's discretion. The school shall pay the Chief Executive Officer and Superintendent's membership dues to the appropriate associations related to his duties, as well as memberships necessary to maintain and improve the Chief Executive Officer and Superintendent's professional skills. The school shall bear the reasonable cost and expense for such attendance and membership.

3.4 The Chief Executive Officer and Superintendent is further required to participate in community and civic affairs in their promotion of the school.

3.5 The Chief Executive Officer and 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 Chief Executive Officer and Superintendent's professional responsibilities to the school. The Chief Executive Officer and Superintendent may accept a reimbursement of expenses and/or be paid an honorarium of such Consulting Services at no expense to the school. Consulting Services

provided by the Chief Executive Officer and Superintendent under the terms and conditions of this paragraph must be consistent with the state and federal law.

3.6 The school shall pay or reimburse the Chief Executive Officer and Superintendent for reasonable expenses incurred by the Chief Executive Officer and Superintendent in the continuing performance of the Chief Executive Officer and Superintendent's duties under this contract. The school agrees to pay the actual and incidental costs incurred by the Chief Executive Officer and 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, rental car, and other expenses incurred in the performance of the business of the school. The Chief Executive Officer and Superintendent shall comply with all procedures and documentation requirements in accordance Board policies.

3.7 The School shall provide health insurance benefits to the Chief Executive Officer and Superintendent equal to the rate of Active Care 2, and make them available to his dependents for the cost of the coverage. Effective with the execution, the school shall provide dental, life and vision benefits to the Chief Executive Officer and Superintendent and make them available to his dependents for the cost of the coverage.

3.8 The School shall provide the Chief Executive Officer and Superintendent with a laptop computer for professional use, at the sole cost and expense of the school.

#### **4. Performance Review**

4.1 The Board shall evaluate and assess in writing the performance of the Chief Executive Officer and Superintendent at least once each year during the term of this contract. The Board's evaluation and assessment of the Chief Executive Officer and Superintendent shall be reasonably related to the duties of the Chief Executive Officer and 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 outlines or as developed by the Board.

4.2 The Chief Executive Officer and 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 Chief Executive Officer and Superintendent's performance is reviewed and evaluated.

4.3 Unless the Chief Executive Officer and Superintendent expressly requests otherwise in writing, the evaluation of the Chief Executive Officer 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 of the Chief Executive Officer and Superintendent from sharing the content of the Chief Executive Officer and Superintendent's evaluation with their respective legal counsel.

## **5. Termination of Employment Contract**

5.1 This contract shall be terminated by the mutual agreement of the Chief Executive Officer and 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 Chief Executive Officer and Superintendent.

5.2 The Board may dismiss the Chief Executive Officer and Superintendent during the term of this contract for good cause as determined by the Board.

5.3 In the event the Board determines that this contract should be terminated for good cause before its terms expires, the Chief Executive Officer and Superintendent shall be afforded reasonable notice an opportunity to appear before the Board, at which time the Board shall demonstrate its cause(s), and the Chief Executive Officer and Superintendent may offer evidence and argument in rebuttal. This opportunity to appeal 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.

## **6. Miscellaneous**

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

6.2 This contract shall be governed by the laws of the State of Texas, and shall be performed in Hays County, Texas, unless otherwise provided by the law.

6.3 This contract embodies the entire agreement between the parties hereto, and cannot be varied except by written agreement of the undersigned parties.

6.4 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, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Chief Executive Officer and Superintendent have been superseded by this contract, and this contract constitutes the entire agreement between the parties, unless amended pursuant to the terms of this contract.

Approved by action of the Board of Volunteers of the Boys & Girls Clubs of South Central Texas at a lawfully called meeting on the 1<sup>st</sup> day of August 2020 and EXECUTED in triplicate originals by the last party to sign on the 1<sup>st</sup> day of August 2020.

  
Meatra D. Harrison, Board Chairman

  
Mark A. Terry, CEO & Superintendent

#### Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

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