



Meadowland Charter School At-Will Work Agreement

This agreement is made by and between Meadowland Charter School (District) and **Donald Mills** (an “At-Will” Employee). The term of this agreement is for an eleven (11) month basis for the 2015-2016 school year according to the start (July 25, 2016) and end date (June 13, 2017) [**210 days**] for **\$119,914.40** for a daily rate of **\$571.02**.

Credentials. This agreement is conditioned upon the Employee’s satisfactorily providing, before the first day, the certification, service records, documentation of highly-qualified status, licenses, and other records and information required by law, The Texas Education Agency (TEA), the state Board of Educator Certification (SBEC), or the District. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification expires, is canceled or is revoked, the agreement is void.

Certification: The Employee agrees to maintain the required certification or license throughout the term of this agreement. If Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if Employee’s certification expires, is canceled or is revoked the agreement is void.

Qualifications: If the Employee is a classroom teacher, the Employee agrees to become and remain “highly qualified” as that term is defined under the No Child Left behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law. Failure to maintain “highly qualified” status, as defined shall constitute grounds for termination or nonrenewal.

Duties. The employee agrees to perform his or her duties as follows:

General Standard: The employee shall perform the duties of the position assigned, as prescribed by state law and the District, TEA or SBEC.

Assignment/Reassignment: The District shall have the right to assign or reassign the Employee to positions, or additional duties and to make change in responsibilities, work, transfers, or reclassification at any time during the agreement dates.

Supplemental Duty: This work agreement does not cover assignments of or payments for supplemental duty.

Rules: The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy and regulations as they exist or may be amended.

Representations. The Employee makes the following representations and agreements:

Criminal History Review: At any time throughout this work agreement, the Employee specifically agrees to submit to a review of his or her state or national criminal history records information (NCHRI) as requested.

Beginning: The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 TAC §249.16(b).

During: The Employee also agrees that, during the work agreement dates, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication or other adjudication of the Employee for any felony or any other offense listed at 19 TAC §249.16(b). Employee agrees to provide such notification within seven (7) calendar days or shorter.

Compensation. The District agrees to pay Employee compensation as follows:

Salary: The District shall pay the Employee according to the compensation plan adopted by the Board. The



Meadowland Charter School

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Employee's salary includes consideration for all assigned duties, responsibilities and tasks regardless of the actual number of hours or days (including days not designated on the calendar) that Employee works during this agreement. Employee's salary shall be reduced for absences in excess of authorized, paid leave.

Annualized Salary: If the Employee will work on a less-than-12 month basis, the employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.

Incentive and Performance Pay: If the Employee qualifies, the employee may receive incentive pay or pay for performance under the Districts compensation plan, federal law, or state law, including Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

Overpayments: The Employee agrees that the District may deduct any overpayments under this agreement from one or more of the Employee's paychecks.

Benefits: The District shall provide benefits to the employee as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the duration of this agreement to reduce or increase benefits at the Board's sole discretion.

General Provisions.

Employment: This employment agreement is written under the auspice of the Employee being an "at will" employee of the District.

Suspension: In accordance with the Texas Education Code, the District may suspend the Employee without pay during the term of the agreement for good cause as determined by the board.

Termination: This agreement will terminate upon a determination by the Board of good cause, financial exigency, or a program change, in accordance with applicable law and board policy, or upon the Employee's resignation at the end of school year without penalty, pursuant to the Texas Education Code.

Nonrenewal: The District may nonrenewal this agreement in accordance with the Texas education Code Chapter 21, as applicable, and Board policy.

Expiration of Offer: This offer of employment agreement shall expire unless the Employee signs and returns this agreement, without changes, to the Superintendent on or before June 22, 2015.

I accept the terms of this offer and understand that it is not deemed accepted by the Meadowland Charter School until signed by the Board President.

A. Malden June 17, 2016
Employee Signature Date

John J. Schorley 8/16/2016
Board President Signature Date