# HEAD OF SCHOOL
# PROFESSIONAL CONTRACT

State of Texas
County of Tarrant

Date Given to Head of School: 5/28/24
Date Returned by Head of School: 5/28/24

THIS CONTRACT is entered into by and between the Town of Westlake, charter holder for Westlake Academy, and the undersigned professional, Kelly Ritchie (hereafter, "Head of School ").

1. **Employment**. The Head of School shall be employed on a twelve-month basis for a term of two (2) years, beginning on May 20, 2024, and ending on June 30, 2026, unless this Contract is terminated earlier in accordance with the provisions of Section 7 herein. The Head of School agrees all duty days during the school year shall be determined by the school calendar approved by the governing board for Westlake Academy, and which is subject to amendment. This Contract is not subject to the provisions of the Term, Probationary, or Continuing contract laws in Texas Education Code Chapter 21. The Head of School has no rights to renewal or continued employment beyond the Contract term and hereby accepts employment by Westlake Academy pursuant to the Contract's terms and conditions.

2. **Compensation & Benefits**. Westlake Academy agrees to pay Head of School an annual salary in twenty-six (26) bi-weekly increments. The Head of School's salary will be paid on an annualized basis over twelve (12) months, subject to all applicable deductions and withholdings. The Head of School also agrees that Westlake Academy may deduct any wage overpayments under this Contract from one or more paychecks. Initially, the Head of School's annual salary shall be $230,000.00.

   On or after June 30, 2025, the Head of School is eligible for a compensation review, which may result in an increase in the annual salary and/or a performance pay allocation, at the discretion of the Town Council, and subject to available funds and the achievement of agreed-upon performance goals and criteria. Town of Westlake agrees the Head of School's annual salary shall not be reduced below $230,000.00 during the Contract term.

   The Head of School will receive two (2) weeks of vacation annually, to be taken during the weeks between each academic school year (in the summer) and subject to the approval of the Town Council. The Head of School will also be eligible to observe all holidays and school closure periods, as defined by the Westlake Academy Academic Calendar. If the Head of School is absent from work for all or part of a workday, the Head of School's pay may be reduced in accordance with Westlake Academy's leave plan and applicable Westlake Academy policies, unless personal leave is utilized in accordance with Westlake Academy policy.

   The Town of Westlake shall provide the same benefits to the Head of School as it provides to other eligible, full-time Westlake Academy employees under state law and Westlake Academy policies. However, Westlake Academy reserves the right to amend its employment benefit policies at any time during the term of this Contract to reduce or increase these benefits, at the Town Council's sole discretion.

   The Head of School's salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including weekends and days designated

as "holidays" on the school calendar) that the Head of School works during the Contract period. The Head of School shall not be paid on a daily basis, although Westlake Academy may use a daily rate for other purposes, such as to calculate deductions for leave taken but not earned or leave taken in excess of days available.

3. **Prerequisites.** This Contract is conditioned on the Head of School satisfactorily providing the necessary certifications or permits, documentation of highly-qualified status, service records, teaching credentials, and any other records and information that may be required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or Westlake Academy. If required, failure of the Head of School to initially provide this documentation constitutes a rejection of the employment offer by the Head of School such that this Contract is void. If the Head of School is a classroom teacher for a "core academic subject," this Contract is conditioned on the Head of School becoming and remaining certified as required by the Texas Education Agency and/or applicable federal requirements, to the extent required by law. If required, failure to hold a necessary certificate or permit issued by the Texas Education Agency/State Board for Educator Certification or failure to fulfill the requirements necessary to extend the Head of School's temporary or emergency permit or certificate renders this Contract void. Further, failure of the Head of School to maintain certification in the specific position(s) assigned and/or failure to obtain or maintain certifications required by the Texas Education Agency/State Board for Educator Certification and/or applicable federal laws shall be good cause for termination at any time during the term of this Contract. The Head of School represents that any requested records or information provided during the employment process are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Head of School in or concerning any requested records or information during the employment application process shall be good cause for termination at any time during the term of this Contract.

4. **Criminal History**. At the beginning of this Contract and at any other time during the term of this Contract, the Head of School consents to a review of his/her state or national criminal history record information by the Town Council, the Director of Human Resources, and/or Westlake Academy's legal counsel and agrees to provide the information necessary for such review, including fingerprinting. Further, the Head of School represents that he/she has made a written disclosure to Westlake Academy of any indictment, conviction, no contest or guilty plea, deferred adjudication and/or other adjudication of the Head of School for any felony or any offense involving moral turpitude. The Head of School understands that a criminal history record(s) acceptable to the Town of Westlake, at its sole discretion, is a condition of this Contract. During the term of this Contract, the Head of School also agrees to notify the Town of Westlake Mayor and Director of Human Resources, in writing, of any arrest, indictment, conviction, and/or deferred adjudication of the Head of School within three (3) calendar days of the arrest, indictment, conviction, and/or deferred adjudication. Moral turpitude is defined as acts of baseness, vileness, or depravity in private and social duties owed another that are contrary to accepted rules of right and duty between persons, including, but not limited to, offenses involving dishonesty; fraud; deceit; theft; misrepresentation; deliberate violence; base, vile or depraved acts that are intended to arouse or gratify the sexual desire of the actor; acts constituting public intoxication, operating a motor vehicle under the influence of alcohol, or disorderly conduct, depending on the frequency of the act; or acts constituting abuse under the Texas Family Code.

5. **Duties & Responsibilities**. The Head of School shall faithfully perform, to the satisfaction of the Town Council, all duties pertaining to Westlake Academy as initially assigned by the Town Council, other additional duties as assigned by the Town Council, as well as all duties required by federal law, state law, and Westlake Academy policy and procedures. Head of School shall be subject to

and shall comply with state and federal law and all Westlake Academy policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract. The Head of School shall report directly to the Town Council.

6. **Proprietary Matters**. Head of School expressly understands and agrees that any and all improvements, inventions, discoveries, processes, or know-how that are generated or conceived by Head of School during the Contract Term will be the sole and exclusive property of Westlake Academy, and Head of School will, whenever requested to do so by Westlake Academy (either during employment or thereafter), execute and assign any and all applications, assignments and/or other instruments and do all things which Westlake Academy may deem necessary or appropriate in order to apply for, obtain, maintain, enforce and defend patents, copyrights, trade names or trademarks of the United Sates or of foreign countries for said improvements, inventions, discoveries, processes, or knowhow, or in order to assign and convey or otherwise make available to Westlake Academy the sole and exclusive right, title, and interest in and to said improvements, inventions, discoveries, processes, knowhow, applications, patents, copyrights, trade names or trademarks; provided, however, that the provisions of this Section 6 shall not apply to an invention that Head of School developed entirely on his/her own time without using any Westlake Academy resources, employees or trade secret information.

7. **Accountability**. At the end of the Contract term, the Head of School shall submit or account for all reports, school equipment, or other Westlake Academy property provided to the Head of School. Except as otherwise provided by law, the Head of School authorizes Westlake Academy to deduct from the last salary payment under this Contract any compensation necessary to reimburse Westlake Academy for all property provided to the Head of School, which is lost, destroyed, damaged, or unaccounted for at the end of the Contract term.

8. **Termination During Contract**. This Contract may be terminated prior to the expiration of the Contract term specified in Section 1 by either party, subject to the provisions of this Section.

   a. **Termination by Employee**: The Head of School may terminate this Contract for any reason prior to the expiration of the Contract term specified in Paragraph 1 by delivering to the Mayor and Human Resources Department a written notice of such intent to terminate 180 days prior to the intended termination date. In the event the Town Council determines that it is in the best interest of Westlake Academy that the Head of School should not be present on campus during the 180-day notice period, the Town Council may place the Head of School on paid administrative leave during such period. It is further mutually agreed that in the event of termination under this Section, no further sums shall be due except the proportional part, if any, of the compensation earned under Section 2, but not yet paid as of the date of termination.

   b. **Termination by Employer for Cause**: Westlake Academy may terminate this Contract and dismiss Head of School during the term of this Contract for good cause. For the purposes of this Contract, "good cause" shall mean:

      i. conviction of a felony or another crime involving moral turpitude;
      ii. acts constituting gross misconduct;
      iii. violation of the terms of the Contract;
      iv. failure of the Head of School to hold and maintain valid certificates required by the State of Texas or Westlake Academy;
      v. disability, not otherwise protected by law, that impairs performance of the required duties of the Head of School for a continuous period in excess of three (3) months;

vi. failure of the Head of School to satisfactorily perform the duties of the position in the sole determination of the Town Council;
vii. engaging in any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the Head of School's ability to effectively perform the duties of Head of School;
viii. lack of funding for the position of the Head of School in the budget approved by the Town Council;
ix. death of the Head of School; or
x. mutual agreement of the Head of School and Town Council to terminate the Contract.

Should this Contract be terminated for good cause under Section 7(b), Westlake Academy shall not owe Head of School any additional any sum under the terms of this Contract other than the proportionate amount of salary accrued by the Head of School through the date of termination.

b. **Termination by Employer Without Cause**: Westlake Academy may terminate this Contract and dismiss the Head of School during the term of this Contract at any time without cause. In the event of termination under this Section prior to July 1, 2025, Westlake Academy agrees to make one (1) lump-sum payment to Head of School in the amount equivalent to six (6) months of the annual salary as of the date of termination. In the event of termination under this section on or after July 1, 2025, Westlake Academy agrees to continue to make salary payments to Head of School for the remainder of the Contract term under Section 2 based on the annual salary as of the date of termination. Alternatively, Westlake Academy may choose, at its discretion, to make one lump-sum payment to Head of School in an amount equivalent to the remaining salary payments due under the Contract term.

9. **Suspension**. The Head of School may be suspended with pay or placed on paid administrative leave by the Town Council during an investigation of alleged misconduct or at any time the Town Council determines that the school's best interests will be served by the suspension/leave.

10. **No Right of Tenure**. Westlake Academy has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the Contract term.

11. **Severability**. Invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Contract.

12. **No Prior Agreements**. This Contract combines, supersedes, and terminates all prior agreements and representations concerning employment. Town of Westlake and the Head of School further agree that no promise or agreement related to employment, which is not expressed herein, has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties agreement or constitute a unified contract with any supplemental duties agreement between the parties.

13. **Amendments**. No amendments to this Contract shall be binding unless reduced to writing and signed by both parties.

14. **Governing Law**. Texas law shall govern the construction and interpretation of this Contract.

Head of School's Initials KK

Mayor's Initials KG

15. **Permanent Address of Record**. The Head of School agrees to keep a current permanent address on file with Westlake Academy's Human Resources Department. The Head of School agrees that Westlake Academy may meet any legal obligation it has to give the Head of School written notice regarding this Contract or the Head of School's employment by sending the notice by hand delivery, certified mail, regular mail, and/or express delivery service to the Head of School's permanent address of record.

16. **Acceptance of Contract**. This offer of employment for shall expire unless this Contract is signed and returned on or before May 23, 2024. Failure to return the signed Contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate immediately.

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

ACCEPTED BY:

Kelly Ritchie — 5/28/24

Kelly Ritchie, Head of School, Westlake Academy — Date

APPROVED BY:

Kim Greaves, Mayor, Town of Westlake — 5/28/24

Date

Head of School's Initials _____

Mayor's Initials KG