AT-WILL EMPLOYMENT AGREEMENT

This At Will Employment Agreement ("Agreement") is made between Arlington Classics Academy, referred to herein as "Academy", acting through its Board of Directors ("Board") and Craig Sims ("Employee").

1. **EMPLOYMENT**

A. The Academy hereby agrees to employ Employee to perform those duties assigned, and for which Employee is qualified. Employee agrees to accept such employment and to serve the Academy performing such assignments and responsibilities as assigned by the Executive Director of Schools or his designee. Employment with the Academy is on an at-will basis. At-will employment means that employment may be ended at any time by the employee or the employer with or without cause, except legally impermissible cause. This specifically means that no reason is required for resignation by an employee and similarly no reason is required for dismissal by the employer. This Agreement is effective from the date of execution, subject to approval by the Academy's Board of Directors ("the Board"), and shall continue in effect until terminated either by Employee or the Academy. Employee's work days are determined by the yearly calendar set and approved by the Academy's Board of Directors.

B. The Academy may terminate this Agreement in the event of a reduction of Academy school personnel, for financial reasons as determined by the Board in its discretion, or for other budgetary reasons as determined by the Board in its discretion. Employee understands that his employment in a federal or state funded position is expressly conditioned upon availability of sufficient federal or state funding for the position.

C. Because this Agreement is an at-will employment agreement, neither Chapter 21 nor other provisions of the Texas Education Code concerning termination or nonrenewal of a teacher's employment contract applies to this Agreement.

2. **COMPENSATION**

A. The Academy agrees to pay Employee for services rendered, pursuant to this Agreement, compensation as may be provided in schedules approved, adopted, and authorized by the Board applicable for or to the position to which, from time to time, the Employee is assigned. Unless otherwise agreed by the Academy, Employee will be paid on an annualized (12-month) basis in accordance with the Academy's pay schedule. Employee shall be paid in equal consecutive bi-monthly installments according to the Academy's bi-monthly payroll calendar, until this Agreement is terminated by Employee or the Academy.

B. Upon termination, Employee's compensation shall cease on the date of termination of this Agreement. Any compensation earned up to that date, but not yet paid, will be paid in no more than three installments. Employee will receive yearly notification concerning his compensation as set by the Academy's Board of Directors for that school year. No compensation increases are granted automatically each year. Future compensation cannot be calculated, assumed, or predicted on the basis of current or past compensation.

C. The Academy agrees to pay Employee a severance of three (3) months if its Board terminates Employee's employment. The Parties agree that this severance constitutes a liquidated damage for any breach of contract or any other legal or equitable claim that Employee might bring against the Academy. Upon payment of the severance, the Parties agree to separate amicably and refrain from defamatory statements, irrespective of their truth.

3. DUTIES AND RESPONSIBILITIES

A. The Academy shall have the right, through its Executive Director of Schools or his designee, to assign or reassign said Employee to any school duties or position, at any time, which the Academy deems proper or is in the best interest of the Academy.

B. Employee shall perform his assigned duties to the best of his skills and abilities and shall discharge the duties required by all applicable state and federal laws and regulations, the rules and regulations of the Texas Education Agency, and such rules and regulations as may be determined by the Academy's Board of Directors or the Executive Director of Schools or his designee, as appropriate in effect when this Agreement is signed or as may hereafter be adopted. Additionally, Employee shall comply with the accepted standards of conduct for the education profession.

4. **PERSONNEL RECORDS**

A. Employee agrees that this Agreement is conditioned upon the filing with the Executive Director of Schools or his designee the following documents and credentials: service record, transcripts, valid teaching certificate, filed deficiency plan, and such other records and credentials that may be required.

B. Employee represents that he has disclosed to the Academy any conviction for a felony or an offense involving moral turpitude. Employee understands and agrees that this Agreement is also conditioned on a satisfactory criminal background check.

5. COMPLETION OF RECORDS

Employee shall make a full and complete report and shall deliver all required reports and records properly completed to the Executive Director of Schools or his designee.

6. COMPLIANCE

Employee is responsible for fostering a learning environment that will insure the success of all students. Employee acknowledges that he has read, is familiar with, and is committed to the directives of the Academy's Charter and to the Mission and Vision Statement adopted by the Board.

7. **COMMUNICATION**

Pursuant to the directives of the Board or the Executive Director of Schools or his designee, for every student assigned to Employee, he shall: 1) regularly communicate to the student's parent/guardian both positive and negative assessments of the student's development, 2) notify the student's parent/guardian if the student's behavior is disruptive or if the student's academic performance is not acceptable, and 3) document all communications with the student's parent/guardian.

8. PROFESSIONAL DEVELOPMENT

Though participation of approved off-campus workshops, participation in local campus workshops, and other similar activities, Employee will satisfy the professional development requirements established by the Board or the Executive Director of Schools or his designee, in the areas of learning styles, multiple intelligences, special education and special populations, classroom management, integrated curriculum, authentic student assessments, technology, languages, and any other area that may be established by the Board and/or Executive Director of Schools or his designee.

9. COMPLETE AGREEMENT

All existing and prior agreements, both verbally and written between the parties regarding the employment of Employee, are superseded by this Agreement.

10. JURISDICTION AND VENUE

Texas law shall govern the construction of this Agreement. Venue of any action for breach or enforcement of this Agreement shall lie exclusively in Tarrant County, Texas.

11. EXECUTION

This Agreement is of no force or effect and shall expire unless and until Employee signs and returns this Agreement without changes, to the Superintendent or his designee within 14 calendar days from the date shown in the preface of this agreement. If you fail to sign and return this Agreement, without changes, by the return date, you shall be deemed to have resigned from employment with the Academy.

At a publicly held meeting on August 20, 2026, the Board of Directors set the annual salary retroactively beginning July 1, 2026, to be $ 198,744.00 and to include all benefits, retention payments, and supplemental pay afforded employees of Arlington Classics Academy unless otherwise specified through action by the Board.

AGREED UPON THIS 20th DAY OF August, 2026, IN A LEGALLY CALLED MEETING OF THE BOARD OF DIRECTORS,

Seth Lewis, BOD President

Craig Sims, EDS

See minutes