

JUBILEE ACADEMIES

4434 Roland Road
San Antonio, Texas 78222

June 25, 2020

Jubilee Academies
4434 Roland Rd
San Antonio TX 78222

Re: Offer of At-Will Employment
Position – Chief Executive Officer

Dear Thomas J. Koger

Jubilee Academies is pleased to offer you continuance in the position of Chief Executive Officer. We are dedicated to achieving our mission of preparing students for success in school and in the community and welcome your contribution to our team.

By signing this Agreement below, you hereby accept this offer of employment subject to the following terms and conditions:

1. **Term:** Your employment shall be on a **220 day** schedule with employment commencing on **8-3-2020**. You acknowledge and agree that you are an **employee at-will** under this Agreement. As an at-will employee, you may resign your employment at any time, for any reason. Likewise, Jubilee may terminate your employment at any time for any reason or for no reason, with or without cause. Any change to the at-will nature of your employment must be by a specific, written agreement signed by you and the Jubilee Board of Directors or the Board's designee.

You understand and agree that your assignment to a position with a stated wage or salary paid bi-weekly does not create a contract or entitlement for a fixed term, or for wages during the term of this Agreement, or any period thereafter. During the period of this Agreement, you shall work, as assigned by Jubilee, according to the hours and dates set by the school calendar or as otherwise adopted by Jubilee, and subject to additional assignments from time to time made by Jubilee.

2. **Compensation:** Jubilee agrees to pay you an annual salary of \$167,856, to be paid in 26 equal, bi-weekly installments. Your salary shall be paid, less applicable withholdings and authorized deductions, in accordance with Jubilee's standard payroll practices. Your salary as stated herein is considered to include consideration and compensation for in-service days, meetings, trainings, conferences, any additional duties, responsibilities, tasks, and assignments as assigned or directed. You understand and agree that you have no right to additional or supplemental compensation or stipend for additional duties, responsibilities, tasks, or assignments.

You are being assigned to an exempt position under the Fair Labor Standards Act. This means that you are a salaried employee, and not paid by the hour. You may be required to work more than 40 hours in a workweek without receiving additional compensation. The nature of your employment may also necessitate work on the weekends, in the evening, and/or at off-campus locations.

3. **Benefits:** During the term of this Agreement, unless terminated by either you or Jubilee as set forth below, you shall be entitled to leave and benefits in accordance with state law and Jubilee's policies and applicable benefit plans. Jubilee reserves the right to amend its policies and benefit plans at any time, to reduce or increase these benefits, at the sole discretion of Jubilee.
4. **Employment:** You shall be employed subject to assignment, reassignment, additional duties, changes in responsibilities, transfers or reclassifications of positions or duties, or transfers of assignment at the sole discretion of Jubilee or Jubilee's designee, at any time.
5. **Duties and Responsibilities:** You shall work to the best of your skill and ability, and shall discharge the duties required or assigned by your supervisors and by Jubilee's policies, rules, administrative directives, regulations, state and federal law, and job description(s), as are in effect at the inception of this Agreement, or as may be amended or adopted by Jubilee from time to time during the term of this Agreement at Jubilee's discretion. You shall exemplify the highest standards of professional conduct and commitment at all times.
6. **Termination or Resignation:** Except as otherwise required by law, upon your separation from employment with Jubilee, you agree that all reports, records, school equipment, or other items the property of Jubilee will be properly submitted or returned to Jubilee.
7. **Required Documentation:** You are responsible for providing the following information prior to beginning employment with Jubilee:
 - Verification of your identity and legal authorization to work in the United States through completion of the federal I-9 form (please bring suitable documentation on your first day of work; examples include, but are not limited to, a U.S. passport or both a driver's license and a U.S. Social Security card).
 - Verification of the information contained in your employment application, including certifications and satisfactory references.
 - Authorization for Jubilee to conduct a criminal history background information check. You understand that state law requires criminal history background checks to be performed for employment with Jubilee. To this end, employment is contingent upon your 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 Jubilee. You hereby represent that you have disclosed to Jubilee, in writing, any conviction, no contest, or guilty plea, deferred adjudication, or other adjudication for any felony or other offense listed at 19 Texas Administrative Code § 249.16(b) and Texas Education Code

§§ 12.120 and 22.085, or as otherwise required by law. You further agree to notify Jubilee within 48 hours of any arrest, indictment, or conviction for any felony or misdemeanor involving moral turpitude.

- Your written acknowledgement of receipt of the Jubilee's Employee Handbook and acceptance of all the policies and terms contained therein.

A false statement in the employment application or in information provided by you and/or any misrepresentations or omissions of requested information may be considered misconduct connected with the work, and grounds for your immediate termination.

8. **Tenure or Continued Employment:** Jubilee has not adopted any policy, rule, regulation, law, or practice providing for tenure or continued employment. No right of tenure, right of renewal, employment obligation, other expectancy (including but not limited to a right of continued employment), or a claim of entitlement, is intended or created by this at-will Agreement.
9. **Entire Agreement:** This letter constitutes the entire agreement between you and Jubilee relating to this subject matter and supersedes all prior contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, express or implied, on this subject. This letter may not be modified or amended except by specific, written agreement signed by you and the Executive Board for Jubilee Academies.

David S. Cofer

DAVID S. COFER

Executive Director, HR & Support

I have read this Agreement and agree to abide by its terms and conditions. I understand and agree that my employment with Jubilee Academic Center is at-will.

Thomas J. Koger

THOMAS J. KOGER

Chief Executive Officer