



Full Name Kerrie Patterson-Brown

Date 08/11/2020

Re: Offer of At-Will Employment

Position Chief Executive Officer

Dear Kerrie Patterson-Brown

Legacy the School of Sport Sciences is pleased to offer you a position as a (an) Chief Executive Officer

More information about your job duties, daily schedule and employment benefits will be provided to you when you report to work.

We are dedicated to achieving our mission of preparing scholars 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 will be based on an at will basis, with employment commencing on or about 07/27/2020

and shall be in accordance with your assigned work schedule and the Legacy the School of Sport Sciences school and work calendar. 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, Legacy the School of Sport Sciences 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 Legacy the School of Sport Sciences 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 per week, month, or year or part-time or full-time status 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 Legacy the School of Sport Sciences, according to the hours and dates set by the school calendar, or as otherwise adopted by Legacy the School of Sport Sciences, and subject to additional assignments from time to time made by Legacy the School of Sport Sciences and your supervisor.

2. Compensation: Legacy the School of Sport Sciences agrees to pay you \$100,000

less applicable withholdings and authorized deductions, in accordance with Legacy the School of Sport Sciences standard payroll practices.

Your compensation may be adjusted to reflect a proration based on your reduced number of work days if you joined us after this year began. 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 a(n) Exempt
(exempt or non-exempt)

position under the Fair Labor Standards Act. This means that if 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 Legacy the School of Sport Sciences as set forth below, you may be entitled to leave and benefits depending upon your job classification (full-time, part-time, temporary) in accordance with state law and Legacy the School of Sport Sciences policies and applicable benefit plans. Legacy the School of Sport Sciences reserves the right to amend its policies and benefit plans at any time, to reduce or increase these benefits, at the sole discretion of Legacy the School of Sport Sciences. 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 Legacy the School of Sport Sciences or Legacy the School of Sport Sciences 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 Legacy the School of Sport Sciences 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 Legacy the School of Sport Sciences from time to time during the term of this Agreement at Legacy the School of Sport Sciences 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 Legacy the School of Sport Sciences, you agree that all reports, records, school equipment, or other items that are the property of Legacy the School of Sport Sciences will be properly submitted or returned to Legacy the School of Sport Sciences. 7. Required Documentation: You are responsible for providing the following information prior to beginning employment with Legacy the School of Sport Sciences: 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. Your official transcripts, diploma, or certifications. Teachers need to submit official transcripts, Teacher's Aides need to submit a High School Diploma or GED (required), Official College Transcripts (if 48 Semester Hours or greater), and Paraprofessional Certification (if available). Authorization for Legacy the School of Sport Sciences to conduct a criminal history background information check. You understand that state law requires criminal history background checks to be performed for employment with Legacy the School of Sport Sciences. 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 Legacy the School of Sport Sciences. You hereby represent that you have disclosed to Legacy the School of Sport Sciences, 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 Legacy the School of Sport Sciences within 48 hours of any arrest, indictment, or conviction for any felony or misdemeanor involving moral turpitude. Your written acknowledgement of receipt of the Legacy the School of Sport Sciences 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: Legacy the School of Sport Sciences 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 Legacy the School of Sport Sciences 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 Legacy of Sport Sciences Superintendent of Schools.

Employees are not considered to be employed until the Human Resources Department receives confirmation of the results of the pre-employment testing that includes a Background and Reference Checks. On behalf of Legacy the School of Sport Sciences, we are very pleased by the opportunity to have you as a member of our faculty and staff, and look forward to your contribution to the school.

Sincerely,
Legacy the School of Sport Sciences

I have read this Agreement Titled "Offer of At-Will Employment" and I agree to abide by its terms and conditions and abide by the details of the job description for which I have read that was provided with my offer letter. I understand and agree that my employment with Legacy the School of Sport Sciences is at-will. I hereby authorize Legacy the School of Sport Sciences to accept this correspondence transmitted by me via electronic means. In addition, I certify that this document is made "upon my signature" and acceptable as replacement for my written signature. I understand that the electronic signature may not be denied legal effect or enforceability solely because it is in electronic form. I understand that if I choose not to accept this electronic communication and use of electronic signature, it is my responsibility to manually sign and deliver the document to Legacy the School of Sport Sciences.