

STATE OF TEXAS

COUNTY OF HARRIS

TWO DIMENSIONS PREPARATORY ACADEMY CHARTER SCHOOL, INC.
SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract is made and entered into by and between the Board of Trustees (the "Board") of TWO DIMENSIONS PREPARATORY ACADEMY Charter School, Inc. (the "School") and DAISY SIMPSON (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter set forth and pursuant to the authority given to the Board under Section 12.102 of the Texas Education Code, have agreed and do hereby agree as follows:

I. TERM

1.1 The Board, by and on behalf of the School, does hereby employ the Superintendent and the Superintendent does hereby accept employment as Superintendent of the School for a term beginning on September 1, 2015 and ending on August 31, 2016

II. EMPLOYMENT

2. 1 DUTIES OF SUPERINTENDENT. The Superintendent shall be the Chief Executive Officer of the School and shall faithfully perform the duties of the Superintendent of the School as described and set forth in the Superintendent's job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, school policies, rules and regulations as they exist or may hereafter be amended; such duties of the Superintendent shall include but not be limited to the following:

(a) The Superintendent shall recommend for employment all professional employees of the School subject to the Board's approval;

(b) The Superintendent shall employ all other personnel consistent with Board policies and federal and state law;

(c) The Superintendent shall direct, assign, reassign and evaluate all employees, consistent with Board policy and federal and state law;

(d) The Superintendent shall have the authority to organize, reorganize and arrange the staff of the School and to develop and establish administrative regulations, rules and procedures which the Superintendent deems necessary for the efficient and effective operation of the School consistent with the Board's lawful directives, Board's policies and state and federal laws;

(e) The Superintendent shall have the authority to accept all resignations of employees of the School consistent with Board policies; however, the Superintendent's resignation may only be accepted by the Board;

(f) The Superintendent shall draft and prepare a proposed annual balanced budget for the School and shall submit said budget to the Board in a timely manner prior to the beginning of each school year and in accordance with School policy or Board directive;

(g) The Superintendent shall monitor and ensure that all expenditures made by the School are in accordance with the annual budget adopted by the Board;

(h) The Superintendent shall comply with all lawful Board directives, state and federal laws, rules, and regulations, School policies and regulations as they now exist or may hereafter be amended; and

(I) The Superintendent shall perform all of her duties under this Contract with reasonable care, skill and diligence.

2.2 DEVOTION OF TIME. The Superintendent agrees to devote her full time, skill, labor and attention to the performing her duties under this Contract as well as other duties assigned by the Board or need.

2.3 BOARD MEETINGS. The Superintendent shall attend and shall be permitted to attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the

Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board Members, or when the Board is acting in its capacity as a tribunal or in the situation of a related party transaction. In the event of illness or Board's approved absence, the Superintendent's designee shall attend such meetings with Board's approval.

2.4 CRITICISMS, COMPLAINTS AND SUGGESTIONS. The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

III. COMPENSATION

3.1 SALARY. The School shall provide the Superintendent with an annual salary of one hundred twenty eight thousand dollars for the period of time September 1, 2015 through August 31, 2016. The Superintendent salary consist of \$64,000 as Superintendent and \$64,000 as Counselor for the District. The Superintendent's salary shall be paid to the Superintendent in equal installments consistent with Board policies.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Contract, the Board, may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of both parties. Such adjustments, if any, shall be made pursuant to lawful board resolution. In such event, the parties agree to provide their efforts and reasonable cooperation to execute a new contract incorporating the amendments and any adjusted salary.

3.3 BENEFITS. The Superintendent shall be entitled to the same health insurance and retirement benefits as are paid by the School for its other professional employees.

3.4 REIMBURSEMENT OF EXPENSES. The School shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The School agrees to pay the actual and incidental costs incurred by the Superintendent for budgeted travel; such costs may include, but are not limited to, airline fees, mileage reimbursement, hotels and accommodations, meals, rent cars and other expenses incurred in the performance of the business of the School. The Superintendent shall provide the School with the actual receipts for the reasonable expenses incurred by the Superintendent in the performance of her duties under this Contract prior to receiving reimbursement from the School. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board and School policy.

3.5 VACATION. The Superintendent may take, at the Superintendent's choice, ten (10) days of vacation per year during the term of this Contract. Vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

IV. ANNUAL PERFORMANCE GOALS

4.1 DEVELOPMENT OF GOALS. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the School. The goals approved by the Board shall at all times be reduced in writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. EVALUATION

5.1 TIME AND BASIS OF EVALUATION. The Board shall evaluate and assess in writing the performance of the Superintendent in June of each year during the term of this Contract (Superintendent's Evaluation). The Superintendent's Evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in this Contract, in the Superintendent's job description, and as set forth in the Superintendent's goals approved by the Board.

5.2 CONFIDENTIALITY. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed meetings and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's Evaluation with their respective legal counsel.

5.3 EVALUATION FORMAT AND PROCEDURES. The evaluation format and procedures shall be in accordance with the evaluation instruments selected by the Board in accordance with the provisions of this Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems the evaluation instrument, format and/or procedure should be modified; such modification by the Board must be adopted at least six (6) months prior to its implementation.

VI. TENURE

6.1 NO TENURE. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract Term.

VII. TERMINATION OF EMPLOYMENT

7.1 MUTUAL AGREEMENT. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Contract without the written consent of the Board.

7.2 RETIREMENT OR DEATH. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

7.3 DISMISSAL OF GOOD CAUSE. The Board may terminate the Superintendent's employment during the term of the Contract for good cause. Termination of the Superintendent for good cause shall relieve the School of any further liability or obligation to the Superintendent. The term "good cause" shall include, but not be limited to, the following:

- (a) Failure to follow or fulfill duties and/or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or insufficiency;
- (c) Insubordination or failure to comply with lawful written Board directives or lawful Board directives given to Superintendent in an open meeting of the Board;
- (d) Failure to comply with Board's policies or the School's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogen or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of or a plea of guilty to a felony or a crime involving moral turpitude;
- (I) Failure to meet the School's standards of professional conduct;

- (j) Disability, not otherwise protected by law, that impairs the performance of the required duties of the Superintendent;
- (k) Immorality, which is conduct that the Board determines, is not in conformity of accepted moral standards of the community encompassed by the School. Immorality is not confined to sexual matters, but includes conduct inconsistent with the rectitude or indicative of corruption, indecency, or depravity;
- (L) Assault on an employee or student;
- (m) Knowingly falsifying records or documents related to the School's activities;
- (n) Misrepresentation of facts to the Board or other School officials in the conduct of the School's business;
- (o) Failure to maintain unrestricted Mid-Management Administration and/or Superintendent Certifications with the State of Texas during the term of this Contract;
- (p) Failure to fulfill the requirements of a deficiency plan for the School as may be required by the Texas Education Agency;
- (r) Having the School placed on probation by the Texas Education Agency; or having the School lose its charter, certification or accreditation; or
- (s) Any other reason constituting "good cause" under Texas law.

VIII. PROFESSIONAL LIABILITY

8.1. To the extent and to the limits permitted by law, the School shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in her individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the School. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clear established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The School may, at its discretion, fulfill its obligations under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the School. The School may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally be

liable for indemnifying and defending the Superintendent under this paragraph. The School's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts for failures to act occurring during the term of this Contract or any extension thereof.

8.2. The Board shall not be required to pay any costs of any legal proceedings, including attorney's fees, in the event the Board and the Superintendent are adverse to each other in any such proceedings.

8.3. The Superintendent shall fully cooperate with the School in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the School. The Superintendent's obligations under this paragraph shall continue after the termination of this Contract.

IX. MISCELLANEOUS

9.1. CONTROLLING LAW. This Contract shall be governed by the laws of the State of Texas and shall be performable in Midland County, Texas, unless otherwise provided by law.

9.2. COMPLETE AGREEMENT. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

9.3. CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or other permissive state or federal law, and then unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or such permissive law during the term of this Contract.

9.4. SAVINGS CLAUSE. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof; and this Contract shall be construed as if invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both Verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

9.5. ACCEPTANCE. By execution of this Contract by both parties, both parties shall be bound by the Contract effective as of July 27, 2015

By: *Susie B. Davis*

Susie B. Davis, President of Board of Directors

By: *Daisy Simpson*

Daisy Simpson, Superintendent