

**SUPERINTENDENT/CEO CONTRACT
INTERNATIONAL LEADERSHIP OF TEXAS**

THE STATE OF TEXAS

COUNTY OF DALLAS

This Superintendent/CEO Contract (the "CEO Contract") is entered into by and between the Board of Directors (the "Board") of **International American Education Foundation, Inc. d/b/a International Leadership of Texas** ("ILTexas") and **Mr. Edward G. Conger** (the "CEO").

WHEREAS, the Board desires to provide the CEO with a written Employment Contract in order to enhance administrative stability and continuity within ILTexas, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the CEO believe that a written Employment Contract is necessary to describe specifically their relationship, and to serve as the basis of effective communication between them;

NOW, THEREFORE, the Board and the CEO, for the consideration herein specified, agree as follows:

1. TERM

1.1 **Term**. The Board hereby agrees to employ the CEO as the Superintendent/Chief Executive Officer of ILTexas for the term commencing on **July 1st, 2019** and ending **June 30th, 2022** (the "Term"), unless terminated earlier by mutual consent of both parties, or as otherwise permitted under this CEO Contract. This CEO Contract is conditioned upon continued funding and appropriations of ILTexas by the State of Texas pursuant to the ILTexas open-enrollment charter.

1.2 **No Right of Tenure**. The Board has not adopted any policy, rule, regulation, or practice providing for tenure. This CEO Contract creates no right of tenure. No property interest, express or implied, is created in continued employment beyond the Term hereof.

2. EMPLOYMENT

2.1 Duties.

2.1.1. The CEO is the Chief Executive Officer of ILTexas and shall faithfully perform the duties of the CEO as prescribed in a job description for that position, and/or as may be described in the ILTexas charter, which duties may be amended from time to time, and as may be assigned by action of the Board. The CEO shall be responsible to organize the ILTexas central administration; to approve reports or data submissions required by law; and to select and terminate ILTexas employees and officers. The CEO shall also be directly responsible for

communicating with the ILTexas administration regarding directives from the Board; interacting with all advisory committees established by the Board; negotiating and executing contracts where authorized by the Board; evaluating program effectiveness; seeking and creating avenues of additional funding; supervising and evaluating school officers; managing day-to-day operations of ILTexas; ensuring that ILTexas' culture and curriculum follow the mission, goals and charter contract of ILTexas; planning and reporting to the Board on expansion and facilities; developing and reporting to the Board of non-academic policies and procedures; encouraging and supporting the development of innovative instructional programs; promoting the use of technology in the teaching and learning process; developing and establishing administrative regulations, rules and procedures which the CEO deems necessary for the efficient and effective operation of ILTexas consistent with the Board's lawful directives, Board policy, ILTexas policy, and state and federal law.

2.1.2. The CEO shall perform his duties with care, diligence, skill, and expertise, and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of his duties during the Term hereof. The CEO shall further comply with all lawful Board directives, applicable state and federal law, the ILTexas charter, and ILTexas policy, rules, and regulations, as they presently exist or may hereafter be amended.

2.2 **Board Meeting Attendance.** The CEO shall be permitted to attend all meetings of the Board, both public and closed, with the exception of those closed meetings involving the consideration or discussion of any action on the CEO's Contract, evaluation of the CEO's performance, or the CEO's salary, terms, or benefits of employment, as set forth in this CEO Contract. The CEO may also be excused by the Chairman of the Board (or presiding officer of the Board in the Chairman's absence) from such meetings where the Board is meeting to resolve internal Board matters, and when the Board is acting in its capacity as a tribunal.

2.3 **Code of Ethics.** Throughout the Term hereof, the CEO shall conduct himself in accordance with Board policy and directives, the Code of Ethics of the American Association of School Administrators, and the Code of Ethics and Standard Practices for Texas Educators, as such may be amended.

2.4 **Reassignment.** The CEO cannot be reassigned from the position of CEO to another position without the CEO's express written consent.

2.5 **Indemnification.** To the fullest extent permitted by law, ILTexas does hereby agree to defend, hold harmless, and indemnify the CEO from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against him in his individual or official capacity as an employee, and as CEO of ILTexas, providing the incident (s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the CEO as an employee of ILTexas, acting within the course and scope of his employment with ILTexas; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the CEO committed a willfully wrongful act of omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses, or

damages that would be recoverable or payable under an insurance contract, held either by ILTexas if such legal counsel is not also ILTexas' legal counsel. A legal defense may be provided through insurance coverage, in which case the CEO's right to agree to legal counsel provided for him will be that of the terms of the applicable insurance contract. The provisions of this section shall survive the termination of the CEO Contract.

3. COMPENSATION AND DEVELOPMENT

3.1 **Salary.** ILTexas shall pay the CEO an annual salary of **\$225,000** to be paid in installments of one-twelfth (1/12th) of the total annual salary consistent with the Board's policies and ILTexas' normal payroll schedule.

3.2 **Performance Bonus.** ILTexas shall pay the CEO performance bonuses not to exceed **\$25,000** annually based on mutually agreed upon goals (see paragraph 4.1). The bonus will be paid in a single payment as a supplement to the regular monthly payroll.

3.3 **Health Insurance Benefit.** Since the CEO is a retired Marine Corps Infantry Officer and currently receives full medical benefits for himself, the CEO declines all Health Insurance offered by ILTexas.

3.4 **Other Benefits.** ILTexas may by addendum to this contract agree to negotiate additional benefits with the CEO.

3.5 **Professional Development.** The CEO shall devote his full time, attention and energy to the direction, administration, and supervision of ILTexas. The Board, however, encourages the continued professional growth of the CEO through his active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels as approved by the Board. IN its encouragement of the CEO to grow professionally, the Board shall permit a reasonable amount of release time for the CEO as the Board and the CEO deem appropriate to attend such seminars, courses, or meetings. The Board also authorizes the CEO to continue his consulting business and other employment/endeavors for other schools, service centers, the TEA and colleges/universities so long as such activities do not interfere with the duties and responsibilities owing to ILTexas.

3.6 **Required Training.** The CEO shall comply with all requirements contained in Section 100.1103, Title 19 of the Texas Administrative Code, as may be amended, pertaining to training for Chief Executive Officers of open-enrollment charter schools, at the expense of ILTexas.

3.7 **Expenses.** ILTexas shall pay or reimburse the CEO for reasonable expenses incurred by the CEO in the continuing performance of the CEO's duties under this CEO Contract. ILTexas agrees to pay the actual and incidental costs incurred by the CEO for school-related travel. Such actual or incidental costs may include, but are not limited to, mileage, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of ILTexas business. Mileage related to the CEO's regular commute to and from work shall not be

reimbursed. The CEO shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policy and/or ILTexas procedures.

3.8 **Vacation and Holidays.** The CEO will be entitled to all approved school holidays and vacation provided to other ILTexas professional employees in accordance with the Board's policies and ILTexas procedures.

4. **REVIEW OF PERFORMANCE**

4.1 **Development of Goals.** The CEO shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for ILTexas. The goals approved by the Board shall be reduced in writing and shall be among the criteria on which the CEO's performance is reviewed and evaluated.

4.2 **Performance Review.** The Board may conduct annual evaluations of the CEO based on accomplishment of measurable goals and objectives as described in Paragraph 4.1 of this CEO Contract, and performance factors established by the Board in the CEO's evaluation form.

4.3 **Confidentiality.** Unless the CEO expressly requests otherwise in writing, the evaluation of the CEO shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the CEO from sharing the content of the CEO's evaluation with their respective legal counsel.

5. **TERMINATION**

5.1 **Mutual Agreement.** This CEO Contract shall be terminated by the mutual agreement of the Board and the CE, in writing, upon such terms and conditions as may be mutually agreed upon.

5.2 **Death, Retirement.** This CEO Contract shall be terminated upon the death or retirement of the CEO.

5.3 **Dismissal for Good Cause.** The Board may dismiss the CEO during the term of this CEO Contract for good cause. The following are examples of conduct and situations that may constitute "good cause," but the term is not limited in meaning by this list:

- a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this CEO 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 CEO a reasonable opportunity to remediate any incompetency or inefficiency;
- c) Insubordination or failure to comply with the Board directives;

- d) Willful failure to comply with the Board's policies or ILTexas' administrative regulations;
- e) Neglect of duties;
- f) Drunkenness or excessive use of alcoholic beverages;
- g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h) Conviction of a felony or crime involving moral turpitude;
- i) Failure to meet ILTexas' standards of professional conduct;
- j) Failure to comply with reasonable ILTexas professional conduct;
- k) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by ILTexas. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- l) Assault on an employee or student;
- m) Knowingly falsifying records or documents related to ILTexas activities;
- n) Conscious misrepresentation of facts to the Board or other ILTexas officials in the conduct of ILTexas business; or
- o) Any other reason constituting "good cause" under Texas Law.

5.4 **Termination Procedure.** In the event the Board determines that this CEO Contract should be terminated for good cause before the Term expires, the CEO shall be afforded reasonable notice and an opportunity to appear before the Board, at which time the Board shall demonstrate its cause(s), and the CEO may offer evidence and argument in rebuttal. This opportunity to appear does not limit or restrict either party's right to bring any action to enforce or interpret this CEO Contract in a court of law or equity with appropriate jurisdiction. IN the even to termination for good cause, the CEO shall not be entitled to any amount of compensation for the remaining term of this CEO Contract after the date of termination.

5.5 **Resignation of the CEO.** The CEO may resign with the consent of the Board at any time during the Term hereof.

5.6 **Disability.** In the event the CEO shall become physically or mentally unable to perform the essential functions of his position as Chief Executive Officer, the Board may, at its option, terminate this CEO Contract and the employment of the CEO. Verification of the illness or disability of the CEO shall be required whenever a majority of the Board requests it.

6. MISCELLANEOUS

6.1 **Governing Law.** This CEO Contract shall be governed by the laws of the State of Texas, and shall be performable in the Dallas County, Texas, unless otherwise provided by law.

6.2 **Complete Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the CEO have been superseded by this CEO Contract. Accordingly, this CEO Contract embodies the entire agreement between the parties hereto, unless amended pursuant to the terms of the CEO Contract.

6.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this CEO Contract and the provisions of Board policy, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this CEO Contract shall take precedence over the contrary provisions of Board policy or any such permissive law during the Term hereof.

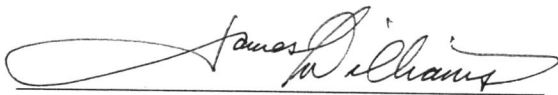
6.4 **Amendments.** This Contract may be amended by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Board and the Superintendent/CEO.

6.5 **Savings Clause.** In the event that any provision of this Contract is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Contract a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the parties hereto, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such in validity, illegality, or unenforceability shall not affect any other provisions contained in this Contract.

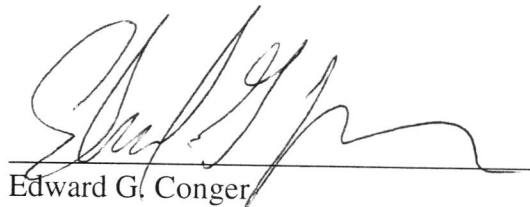
6.6 **Assignment.** This Contract shall inure to and the benefit of and shall be binding upon the Board and the Superintendent/CEO but may not be assigned by the Superintendent/CEO.

6.7 **Government Immunity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CEO CONTRACT, THE CEO ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS CEO CONTRACT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO ILTEXAS UNDER APPLICABLE LAW.

Approved by action of the Board of Directors of ILTexas at a lawfully called meeting on the 20th day of **March** 2019 and EXECUTED in triplicate originals by the last party to sign on the 20th day of **March**, 2019.



Board President
International American Education Federation, Inc.
d/b/a ILTexas



Edward G. Conger
Founder, Superintendent and CEO
International Leadership of Texas
ILTexas