

**ACADEMY OF ACCELERATED LEARNING, INC.
SUPERINTENDENT'S FIRST AMENDED EMPLOYMENT CONTRACT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

THIS SUPERINTENDENT'S FIRST AMENDED EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 23rd day of April 2024, by and between the Board of Trustees (the "Board") of the Academy of Accelerated Learning, Inc. a Texas charter school (the "Academy") and Brandon Chandler ("Superintendent"). This contract supersedes any prior employment contract between the parties and incorporates the applicable statutory language regarding the superintendent roles and charter school governance as well as to clarify language and simplify administration of the former contract.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms thereafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed and do hereby agree, as follows:

I. Term

- 1.1 **Term.** The Board, by and on behalf of the Academy, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of the Academy of Accelerated Learning, Inc. for a term of five (5) years, commencing on July 1, 2024, and ending on June 30, 2029. This term will automatically renew for a like term, unless a majority of the board members votes to terminate the contract on or before the 60th day before the contract automatically renews. Such action by the board shall occur no later than April 30, of the applicable year. The Academy may, by a majority of the board members, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
- 1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure and no right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

- 2.1 **Duties.** The Superintendent is the chief executive officer of the Academy and shall faithfully perform the duties of the position as prescribed below in this paragraph and as specified in the job description as well as such lawful assignments made by the Board. The Superintendent shall be the chief administrative officer for the District. He is responsible for the effective operation of the District; for the general administration of all instructional, business and other operations of the District; and for advising and making recommendations to the Board with respect to such activities. The Superintendent is responsible for the day-to-day operations of the Academy including, without limitation, human resources, academic and enrichment programming, maintenance of financial operations in accordance with the budget approved by

the Board as well as such financial operations as may be prescribed by federal, state, and/or local law. The Superintendent is required to comply with all lawful Board directives, state and federal law, Academy policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to:

- (1) Assume administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the district and for the annual performance appraisal of the district's staff;
- (2) Except as provided by the appropriate provision(s) of the Texas Education Code, assume administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the district other than the superintendent;
- (3) Oversee compliance with the standards for school facilities established by the Texas Education Commissioner under the appropriate provision(s) of the Texas Education Code;
- (4) Where appropriate, Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (5) Manage the day-to-day operations of the district as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations;
- (6) Prepare and submit to the board a proposed budget as provided by Texas Education Code, and administer the budget;
- (7) Prepare recommendations for policies to be adopted by the board and oversee the implementation of adopted policies;
- (8) Develop or cause to be developed appropriate administrative regulations to implement policies established by the board;
- (9) Provide leadership for the attainment and, if necessary, improvement of student performance in the district based on the indicators adopted under the appropriate provision(s) of the Texas Education Code and other indicators adopted by the Texas Education Commissioner or the district's board;
- (10) Organize the district's central administration;
- (11) Ensure
 - a. Adoption of a student code of conduct as required under Texas Education Code, and enforcement of that code of conduct; and
 - b. Adoption and enforcement of other student disciplinary rules and procedures as necessary;

- (12) Submit reports as required by state or federal law, rule, or regulation, and ensure that a copy of any report required by federal law, rule, or regulation is also delivered to the Texas Education Agency;
- (13) Provide joint leadership with the board to ensure that the responsibilities of the board and superintendent team are carried out; and
- (14) Perform any other duties lawfully assigned by lawful action of the board.

The superintendent shall perform the duties of the Superintendent of Schools with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 2.2. **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent or mid-management by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. A copy of the Superintendent's certification or Mid-management certificate attached hereto as Exhibit A.
- 2.2 **Reassignment.** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 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. In the event of illness or Board President-approved absence, the Superintendent's designee shall be authorized to attend such meetings.
- 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 either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate Academy employee or shall investigate such matters and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by Academy Board policies.
- 2.5 **Morals Clause.** Superintendent shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with Academy of Accelerated Learning, Inc.
- 2.6 **Indemnification.** To the extent it may be permitted to do by applicable law, the Academy does hereby agree to defend, hold harmless and indemnify Superintendent from any and all

demands, claims, suits, actions, judgments, expenses and/or attorney's fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the Academy, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorney's fees arose or does arise in the future from an act or omission of Superintendent as an employee of the Academy, acting within the course and scope of Superintendent's employment with the Academy, excluding however, any such demand, claim, suits, actions, judgments, expenses and attorney's fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or 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 the Academy or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the Academy if such legal counsel is not also Academy's legal counsel. A legal defense may be provided through insurance coverage, in which case, Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section exceeds the authority provided and limitations imposed by law this contract shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this Contract.

III. Compensation

- 3.1 **Salary.** The Academy shall provide the Superintendent with an annual salary in the sum of Two Hundred Ten Thousand Dollars and No/100 (\$210,000.00) This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 **Salary Adjustment.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the Superintendent's base salary, 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 the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In the event of such adjustment, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.
- 3.3 **Performance Incentives – Salary.** On or before June 1st of each year during this Contract, the Academy does hereby agree to pay the Superintendent, as additional salary, a minimum of three percent (3%) of Superintendent's then current salary or higher at the discretion of the Board, as a Salary Performance Incentive, payable only in the event the Superintendent earns an evaluation score of 8 or higher on the evaluation instrument that the Board will use on an annual basis to rate the superintendent's performance. The evaluation instrument that the board will use is attached to this contract and made a part hereof.
- 3.4 **Vacation, Holiday and Personal Leave.** The Superintendent may take, in the Superintendent's discretion, the greater of ten (10) days or the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will 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. The Superintendent shall accrue all earned but unused vacation time from year to year during the term of this Contract. The Superintendent shall be paid for all accrued but unused vacation days within ten (10) days of the Superintendent's last day of employment as Superintendent of the Academy. The daily rate shall be determined by dividing the Superintendent's then-current gross annual salary by 226 days. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for executive administrative employees on twelve-month contracts.

- 3.5 **Insurance.** The Academy shall pay at least the same premiums for hospitalizations, major medical, dental, vision, and basic life insurance coverage for the Superintendent pursuant to the group health care plan provided by the Academy for its executive administrative employees. The Academy shall also make available to the Superintendent other benefit programs to the same extent those programs are made available to Academy's executive administrative employees on twelve-month contracts. The Academy shall pay the annual premium of the Superintendent's enrollment in a disability plan offering coverage up to one year's disability that is offered to Academy executive administrative employees on twelve-month contracts.
- 3.6 **Texas Teacher Retirement System Contribution.** The Academy shall supplement the Superintendent's annual salary through the term of this Contract by an amount up to 8.25% of the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System required for the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as compensation by the Academy for the purposes of the Texas Teacher Retirement System.
- 3.7 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the Academy. In addition, the Board encourages the Superintendent's continued professional growth through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources and shall encourage the Superintendent's participation in pertinent education seminars and courses offered by public and private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the Academy. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The Academy does hereby agree to provide in the Academy's budget during the term of this Contract for the benefit of the Superintendent a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The Academy shall bear the reasonable cost and expense for such attendance and membership.
- 3.8 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The reasonable expense of such activities, subject to Board approval, shall be borne by the Academy.

- 3.9 **Expenses.** The Academy shall pay or reimburse the Superintendent for reasonable expenses he incurs in the continuing performance of his duties under this Contract. The Academy agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the Academy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.10 **Automobile Allowance.** The Board shall provide the Superintendent with an automobile allowance for in-district travel in the sum of Two-Hundred Fifty Dollars and No/100 (\$250.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out-of-District travel incurred by the Superintendent in the continuing performance of his duties under this contract.
- 3.11 **Outside Consultant Activities.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as 'Consulting Services') that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent will be permitted to accept compensation for such consulting services provided as long as the Superintendent's acceptance of such compensation is in accordance with state and federal law.
- 3.12 **Medical Examination.** The Board shall have the right, at its expense, to require the Superintendent to undergo a complete medical examination at any time during this contract. The Superintendent shall authorize the examining physician(s) to render a written report to the Board regarding the fitness of the Superintendent to perform his duties. Such report shall be treated as confidential to the extent allowed by law.

IV. Annual Performance Review and Evaluation

- 4.1 **Development of Goals.** The Board may, at its option, identify organizational goals that it wants the Superintendent to meet in order to objectively assess the superintendent's performance annually. However, such goals, if adopted by the board, may only be used for the year(s) following the adoption and shall not be used retroactively. In the event the board elects to adopt goals, such must be approved by the Board during a duly called meeting of the board where a quorum is present, shall be reduced to writing and shall be accepted by the Superintendent. The Board agrees to work with and support the Superintendent in achieving the Academy goals.
- 4.2 **Term and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent no earlier than March 30th nor later than April 30th each year during the term of this Contract. The evaluation and assessment shall be based on the job description attached to this contract using the evaluation instrument (also attached to this contract).

- 4.3 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session meeting of the Board 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.
- 4.4 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument attached to and made a part of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated in accordance to Paragraph 4.1 above.

V. Extension or Nonrenewal of Employment Contract

Extension/Nonrenewal. Any extension or nonrenewal of this Contract shall be in accordance with Board policy and applicable law. The Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 60 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the Academy.

VI. Termination of Employment Contract

- 6.1 **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.
- 6.2 **Retirement or Death.** This Contract shall be terminated upon the Superintendent's retirement or death.
- 6.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" includes:
- a. Failure to fulfill material duties 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 incompetency or inefficiency;
 - c. Insubordination or failure to comply with lawful written Board directives;
 - d. Failure to comply with written Board Policies or Academy 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 Substance Act;
 - h. Conviction of a felony or crime involving moral turpitude;
 - i. Failure to meet the Academy's standards of professional conduct; Failure to comply with reasonable Academy professional development requirements regarding advanced coursework or professional development;
 - j. Abandonment of position;
 - k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
 - l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the Academy. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
 - m. Assault on an employee or student;
 - n. Knowingly falsifying records or documents related to the Academy's activities;
 - o. Conscious misrepresentation of material facts to the Board or other Academy officials in the conduct of the Academy's business;
 - p. Failure to fulfill requirements for superintendent certification; or,
 - q. Any other reason constituting "good cause" under Texas Law.
- 6.4 **Termination Procedure.** In the event the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, state and/or federal law.
- 6.5 **Resignation of Superintendent.** The Superintendent may leave the employment of the Academy at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.
- 6.6 **Termination without Cause.** In the event the Board desires to terminate the Superintendent's employment for any reason other than "good cause," the Board agrees, that it shall provide the Superintendent at least sixty (60) days written notice of termination. Within thirty days of the

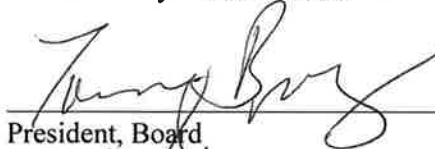
effective date of such termination, the Academy shall pay a severance payment to the Superintendent.

VII. Miscellaneous

- 7.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Harris County, Texas, unless otherwise provided by law.
- 7.2 **Complete Agreement.** This Contract embodies the entire agreement between parties hereto and cannot be varied except by written agreement of the parties, except as expressly provided herein.
- 7.3 **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 any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.
- 7.4 **Severability 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 any other provision thereof, and this Contract shall be construed as if such 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.
- 7.5 **Gender Neutral.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

Resolved by the Board on April 23, 2024. Signed by the parties on the date(s) shown below

The Academy of Accelerated Learning, Inc.



President, Board

4/23/2024

Date Signed

Superintendent



Superintendent

4/23/2024

Date Signed