

**ESSENCE PREPARATORY PUBLIC SCHOOL  
SUPERINTENDENT’S CONTRACT**

**THE STATE OF TEXAS**

§

**COUNTY OF BEXAR**

§

§

This Contract is entered into by and between the Governance Board (“the Board”) Essence Preparatory Public School (the “School”), and Akeem Brown (“Superintendent”).

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

**WHEREAS**, the Board and the Superintendent 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 Superintendent, for the consideration herein specified, agree as follows:

**I. Term**

1.1 **Term.** The Board hereby agrees to employ the Superintendent for a term commencing on the 21<sup>st</sup> day of July, 2023 and ending on the 21<sup>st</sup> day of July, 2025, unless terminated earlier by mutual consent of both parties, or as otherwise permitted under this Contract. This Contract is conditioned upon continued funding and appropriations of the School by the State of Texas pursuant to the School’s open-enrollment charter.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, 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.

**II. Employment**

**2.1 Duties.**

2.1.1 The Superintendent is the Chief Executive Officer of the School’s charter holder, and shall faithfully perform the duties of the Superintendent of the School as prescribed in a job description for that position and/or as may be described in the School’s charter, which may be amended from time to time, and as may be assigned by action of the Board. Specifically, it shall be the duty of the Superintendent to communicate with and advise the Board on administrative matters; communicate with the School’s administration regarding directives from the Board; negotiate and execute contracts where authorized by the Board; direct, assign, reassign, and oversee the evaluation of all School employees consistent with Board policies and federal and state law; evaluate program effectiveness; seek and create

avenues of additional funding; ensure that the School's culture and curriculum follow the School's charter; plan and report to the Board on expansion and facilities; encourage and support development of innovative instructional programs; promote the use of technology in the teaching and learning process; 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 policy, the School's charter, and state and federal law.

2.1.2 The Superintendent 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 of this Contract. The Superintendent shall further comply with all lawful Board directives, applicable State and Federal law, the School's charter, and School policy, rules, and regulations, as they presently exist or may hereafter be amended.

2.2 **Board Meeting Attendance.** The Superintendent 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 Superintendent's Contract, evaluation of the Superintendent's performance, or the Superintendent's salary, terms, or benefits of employment as set forth in this Contract. The Superintendent may also be excused by the Chairman of the Board from such meetings where the Board is meeting to resolve internal Board conflicts, or when the Board is acting in its capacity as a tribunal.

2.3 **Criticisms, Complaints, and Suggestions.** The Board, individually or collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent or his designee for study and appropriate action, and the Superintendent shall either investigate or designate appropriate staff to investigate such matters and inform the Board of the results of such action, if any.

2.4 **Professional Conduct.** Throughout the term of this Contract, the Superintendent 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.

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

2.6 **Indemnification.** The School does hereby agree to defend, hold harmless, and indemnify the Superintendent 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 Superintendent of the School, 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 Superintendent as an employee of the School, acting within the course and scope of his employment with the School; 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 Superintendent committed a willfully 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 School or by the Superintendent. Selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the School if such legal counsel is not also the School's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent'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 this Contract.

### **III. Compensation and Development**

3.1 **Salary.** The School shall pay the Superintendent an annual salary of **One Hundred th** **Thirty thousand Dollars (\$130,000.00)**, to be paid biweekly for his services rendered during the preceding month, or in accordance with the schedule of salary payments in effect for other employees, at the option of the Superintendent.

3.2 **Health Insurance Benefit.** Except as may otherwise be required by applicable federal or state law, the School shall pay for and provide health insurance benefits to the Superintendent and his dependents. The benefits (medical, dental, vision) shall be the standard health insurance benefits provided to other professional employees of the School (the "Insurance Coverage"). To the extent required by the Patient Protection and Affordable Care Act ("PPACA") and its implementing regulations, if and when any such payments by the School for Insurance Coverage for the Superintendent or his dependents are considered "excess premium payments" or otherwise subject to discrimination testing under applicable law, such payments may be treated as taxable income to the Superintendent subject to withholding to the extent required by law. If premium payments for Insurance Coverage are treated as taxable income to the Superintendent, the School shall make a tax gross-up payment to the Superintendent to compensate the Superintendent for the federal income and employment taxes that will be imposed on the Superintendent for the inclusion of premium payments as taxable income (the "Gross-up Payment"). The Gross-up Payment for each calendar year shall be computed using the actual effective federal income and employment tax rates for the Superintendent for the applicable tax year and the Gross-up Payment shall be paid in the calendar year next following the calendar year in which premium payments for Insurance Coverage were included in the Superintendent's taxable income. The Superintendent shall, following filing of his tax return, annually certify the School's Board and CFO his effective tax rate for the preceding year to substantiate and facilitate the Gross-up Payment, after which the Gross-up Payment shall be made in the next available payroll cycle. Should any circumstances change impacting the Superintendent's effective tax rate, he shall promptly notify the School so that appropriate adjustments to the Gross-up Payment may be made.

3.3 **Technology Access.** In further addition to the compensation provided in 3.1 above, the School shall, for the duration of this Contract, provide the Superintendent with a mobile telephone and laptop computer with unrestricted local and national access for both professional and personal use.

3.4 **Professional Development.** The Superintendent shall devote his time, attention and energy to the direction, administration, and supervision of the School. The Board, however, encourages the continued professional growth of the Superintendent through his active attendance at,

and participation in, appropriate professional seminars, courses, or meetings at the local, regional, state, and national levels as approved by the Board. 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.

3.5 **Required Training.** The Superintendent shall comply with the requirements contained in Title 19, Texas Administrative Code, section 100.1103 pertaining to training for Chief Executive Officers of open-enrollment charter schools at the expense of the School.

3.6 **Expenses.** The School shall pay or reimburse the Superintendent for reasonable expenses 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 travel. Such actual or incidental contracts 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 School. The Superintendent shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policies.

#### **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 to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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

4.3 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent 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 Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

#### **V. Termination of Employment Contract**

5.1 **Mutual Agreement.** This Contract shall 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.

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

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this 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) Assault on an employee or student;
- b) Conscious misrepresentation of facts to the Board or other School officials in the conduct of the School's business;
- c) Conviction of a felony or crime involving moral turpitude;
- d) Drunkenness or excessive use of alcoholic beverages;
- e) Engaging in conduct that violates the Code of Ethics and Standard Practices for Texas Educators as found in 19 Texas Administrative Code § 247.2;
- f) Engaging in inappropriate communications with a student or minor, including but not limited to electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communications;
- g) Engaging in or soliciting any inappropriate relationship with a student or minor, including but not limited to engaging in or soliciting a romantic or sexual relationship with a student or minor;
- h) Failure to comply with reasonable School professional development requirements regarding advanced course work or professional development;
- i) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- j) Failure to meet the School's standards of professional conduct;
- k) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the School. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- m) 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;
- n) Insubordination or failure to comply with lawful written Board directives;
- o) Knowingly falsifying records or documents related to the School's activities;
- p) Neglect of duties;
- q) Willful failure to comply with the Board's policies or the School's administrative regulations;
- r) Any other reason constituting "good cause" under Texas law.

**5.4 Termination Procedure.** In the event the Board determines that this Contract should be terminated for good cause before its term expires, the Superintendent 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 Superintendent 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 Contract in a court of law or equity with appropriate jurisdiction. In the event of termination for good cause, the Superintendent shall not be entitled to any amount of compensation for the remaining term of this Contract after the date of termination.

5.5 **Resignation of Superintendent.** The Superintendent may resign with the consent of the Board at any time during the term of this Contract.

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

5.7 **Severance Payment.** If the parties otherwise agree, the Superintendent shall be paid all base salary and benefits accrued under the Contract as of the termination date, and in addition, shall be entitled to a severance payment equal to six months base salary. The severance payment provided herein shall be paid in full within thirty (30) days of the date of the Superintendent's termination. The Superintendent shall not be entitled to such severance payment if his employment is terminated by the School for cause, or if he voluntarily resigns.

## VI. Miscellaneous

6.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performable in Bexar 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 Superintendent have been superseded by this Contract. Accordingly, this Contract embodies the entire agreement between the parties hereto, unless amended pursuant to the terms of this Contract.

6.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this 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.

6.4 **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 invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract.

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

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

Approved by action of the Board of Directors of Essence Preparatory Public School at a lawfully called meeting on the 17th day of October 2023 and EXECUTED in triplicate originals by the last party to sign on the 21st day of October 2023.

**Essence Preparatory Public School**

**Superintendent**

DocuSigned by:  
*Brian Dillard*  
EE7G71100ACB498...

DocuSigned by:  
*Akeem Brown*  
7396B404E5534BB...

\_\_\_\_\_  
Brian Dillard  
Board Chairman

\_\_\_\_\_  
Akeem Brown