

**IDEA PUBLIC SCHOOLS
FIRST AMENDED
SUPERINTENDENT/CEO CONTRACT**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Contract is entered into by and between the Board of Directors (“the Board”) of IDEA Public Schools (the “School”), and Dr. Jeffrey Cottrill (“Superintendent/CEO”). The Board and Superintendent/CEO are collectively referred to herein as the “Parties.”

WHEREAS, the Board desires to provide the Superintendent/CEO 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/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 Superintendent/CEO, for the consideration herein specified, agree as follows:

I. Term

1.1 **Term.** The Board hereby agrees to employ the Superintendent/CEO, and the Superintendent/CEO does hereby accept employment as Superintendent/CEO of Schools, for a term commencing on June 13, 2022 and ending on the June 30, 2026 (“Primary Term”), 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.

1.3 **Contract Extension. The Board may consider an extension of the primary term of the contract at any time. However,** at the conclusion of the primary term, this contract shall subsequently extend for additional terms of one (1) year unless, no later than six (6) months prior to the conclusion of the term in effect, the Board provides the Superintendent/CEO written notice of its intention to not renew the Contract.

II. Employment

2.1 **Duties.** The Superintendent/CEO shall have the following duties and responsibilities.

2.1.1 The Superintendent/CEO shall be employed by the Board of Directors and faithfully perform the duties of the Superintendent/CEO of the School as prescribed in a job description for that position and/or as may be described in the School's charter or by the Board, 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/CEO 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/CEO 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/CEO shall perform his duties with care, diligence, skill, and expertise, and shall devote substantially all of his working time, skill, labor, and attention to his employment and the performance of his duties during the term of this Contract. The Superintendent/CEO 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/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 Superintendent/CEO's Contract, evaluation of the Superintendent/CEO's performance, or the Superintendent/CEO's salary, terms, or benefits of employment as set forth in this Contract. The Superintendent/CEO may also be excused by the Chairman of the Board from such meetings where the Board is meeting to resolve internal Board conflicts among Board members, when the Board is acting in its capacity as a tribunal, or otherwise as determined by the Chairman of the Board.

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/CEO or his designee for study and appropriate action, and the Superintendent/CEO shall either investigate, designate appropriate staff, direct legal counsel, or approve and engage a third-party (subject to board ratification) 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/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.

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

2.6 **Indemnification.** The School and Board does hereby agree to defend, hold harmless, and indemnify the Superintendent/CEO from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal and/or administrative proceedings brought against him in his individual or official capacity as an employee, and as Superintendent/CEO 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/CEO as an employee of the School, acting within the course and scope of his employment with the School; excluding where indemnification is prohibited by law and to the extent that any costs, fees, expenses or damages are actually offset by funds recoverable or payable under an insurance contract, held by the School. Selection of the Superintendent/CEO's legal counsel shall be with the mutual agreement of the Superintendent/CEO and the Board 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/CEO's right to agree to legal counsel provided for him will be that of the terms of the applicable insurance contract. In determining whether the School's duty to defend the Superintendent/CEO under this section is triggered, the Board shall consider extrinsic evidence in addition to the allegations pled in such demands, claims, suits, actions, and/or judgments. Notwithstanding any provision to the contrary, 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/CEO a base salary of **THREE HUNDRED TWENTY-FIVE THOUSAND and No/100 Dollars (\$325,000.00)**¹ for his service during the Term hereof, payable in installments consistent with the Board's policies and the School's normal payroll schedule. Superintendent/CEO's salary will be subject to withholdings as may be required by applicable local, state, and federal laws. Superintendent/CEO's annual salary and any incentive pay described below shall also be made from available non-public funds. A determination of the reasonableness of total compensation that is required to be taken into account for the purposes of Section 4958 of the Internal Revenue Code (the "Code") will be analyzed by a qualified third party approved reviewed by the Parties. The Parties agree to work together in good

¹ Notwithstanding the increase in duties by taking on the CEO responsibilities, the Superintendent/CEO is not requesting a Salary increase at this time; however, the Board and Superintendent/CEO agree that upon the successful resolution of certain regulatory matters and conditions impacting the school system, that this Agreement would be amended prospectively to include a base salary at least set at the 50th percentile of comparable sized and high performing school systems, based on a third-party compensation study.

faith to modify the contractual terms if there is a final determination by the Board that the compensation provided by the School, in this Agreement or otherwise, is not reasonable or is excessive (based on the opinion of the qualified third party) or other concerns arising under the Code, which modifications may require Superintendent/CEO to, among other things, return to the School any excess amount of compensation, as may be determined by the IRS which the parties understand and acknowledge may enable Superintendent/CEO to avoid an excise tax and fulfill the School's duty to seek recoupment. Payments or bonuses for performance goals, if any, will be the subject of a separate agreement, plan or policy between Superintendent/CEO and the Board.

3.2 Salary Adjustments. During the Term, the Superintendent/CEO may receive annual raises or cost of living adjustments that may be approved for or received by other School personnel at the Board's discretion. Such adjustments as to salary, if any, shall be made in the form of a written addendum to this Contract or a new contract.

3.3 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/CEO 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/CEO 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/CEO subject to withholding to the extent required by law. If premium payments for Insurance Coverage are treated as taxable income to the Superintendent/CEO, the School shall make a tax gross-up payment to the Superintendent/CEO to compensate the Superintendent/CEO for the federal income and employment taxes that will be imposed on the Superintendent/CEO 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/CEO 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/CEO's taxable income. The Superintendent/CEO 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/CEO's effective tax rate, he shall promptly notify the School so that appropriate adjustments to the Gross-up Payment may be made.

3.4 Vacation and Sick Leave. The Superintendent/CEO shall have the same sick and personal leave benefits as authorized by the Board for administrative employees who are employed full time. The Superintendent/CEO shall be entitled to the use of and accumulation of personal and sick leave in accordance with state law and Board policy.

3.5 Technology Access. In further addition to the compensation provided in 3.1 above, the School shall, for the duration of this Contract, pay the Superintendent/CEO a monthly stipend of \$250.00 to cover mobile telephone and laptop computer with unrestricted local and national

access for both professional and personal use. Superintendent/CEO acknowledges that he is a temporary custodian of all records of School that may be on personal electronic devices and personal accounts.

3.6 Professional Development. The Superintendent/CEO 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/CEO 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/CEO to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent/CEO as the Superintendent/CEO and the Board deem appropriate to attend such seminars, courses, or meetings.

3.7 Required Training. The Superintendent/CEO shall comply with the requirements contained in Title 19, Texas Administrative Code, section 100.1103 pertaining to training for superintendents of open-enrollment charter schools at the expense of the School, subject to any exceptions or waivers the Superintendent/CEO may be eligible for.

3.8 Expenses. The School shall pay or reimburse the Superintendent/CEO for reasonable and necessary business related expenses incurred by the Superintendent/CEO in the continuing performance of the Superintendent/CEO's duties under this Contract. The School agrees to pay the actual and incidental costs incurred by the Superintendent/CEO for travel. Such actual or incidental expenses 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/CEO shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policies and state law.

3.9 Automobile Allowance. The School shall provide the Superintendent/CEO with an automobile allowance, in lieu of mileage reimbursement, with the amount being the greater of \$950.00/month or an amount based on IDEA's policies and procedures for determining allowances.

3.10 Disability Coverage. The School shall provide the maximum disability income protection for the Superintendent/CEO allowed by any disability insurance policy available now or in the future to IDEA employees. The disability coverage shall not exceed 66.67 percent of the Superintendent/CEO's salary.

3.11 Professional Liability Insurance. The School shall pay 100 percent of the cost of a \$1,000,000.00 professional liability insurance policy protecting the Superintendent/CEO provided through the American Association of School Administrators or such other professional association as the Superintendent/CEO shall direct as alternative.

3.12 Life Insurance. The School shall pay for 100 percent of the cost for up to a \$1,000,000.00 of life insurance coverage for the Superintendent/CEO and beneficiary(ies) as he directs.

3.13 **Retirement Benefit.** In addition to the Teacher Retirement System of Texas contributions required under state law, the Board has authorized and School established a retirement plan in accordance with the Internal Revenue Code Section 403(b) (“Plan”) available to the Superintendent/CEO and other members of senior leadership. The Superintendent/CEO’s participation shall be on the same basis as other senior leaders, in accordance with law, Plan requirements and pursuant to the IDEA 403(b) Plan – Employer Match Policy. The Board may amend this policy and Plan from time to time, and in accordance with Plan requirements and applicable law, as it determines is in the best interest of IDEA or as needed to comply with Section 4958 of the Code.

3.114 **Long-Term Incentive Plan.** The Superintendent/CEO shall participate in a Long-Term Incentive Plan (“LTIP”) that is established by the School and subject to approval by the Board subject to LTIP requirements and applicable law. The Board may amend the LTIP from time to time as it determines is in the best interest of IDEA, to meet requirements of applicable law, or as needed to comply with Section 4958 of the Code.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent/CEO shall submit to the Board each year, at the beginning of each school 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/CEO’s performance is reviewed and evaluated.

4.2 **Performance Review.** The Board may conduct annual evaluations of the Superintendent/CEO 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/CEO’s evaluation form. The Board and Superintendent/CEO shall agree on an evaluation instrument to be used to conduct the Superintendent/CEO’s evaluation. In the event that the Board determines that the performance of the Superintendent/CEO is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The Superintendent/CEO’s performance review shall include recommendations as to areas of improvement in all instances where the Board deems the Superintendent/CEO’s performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent/CEO. The Superintendent/CEO shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation files contained in the Superintendent/CEO’s file.

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

V. Termination of Employment Contract

5.1 **Mutual Agreement.** Subject to section I, this Contract shall be terminated by the mutual agreement of the Superintendent/CEO 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/CEO.

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent/CEO during the term of this Contract for good cause as supported by preponderance of the evidence. 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) Arrest or 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/CEO a reasonable opportunity to remediate any incompetency or inefficiency;
- n) Insubordination or failure to comply with lawful written Board directives as found by the Board;

- o) Knowingly falsifying records or documents related to the Corporation or School's activities;
- p) Neglect of duties;
- q) Willful failure to comply with the Board's policies or the School's administrative regulations or procedures;
- 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 Board shall provide written notice of its finding of good cause, after which the Superintendent/CEO shall be afforded reasonable notice and an opportunity to appear before the Board to present evidence and argument in rebuttal. This shall not be an evidentiary hearing and the rules of evidence or civil procedure shall not apply. Instead, it shall be merely a stop-look-listen hearing before the Board. 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/CEO shall not be entitled to any amount of compensation for the remaining term of this Contract after the date of termination; except that if a court, rules that the Board improperly terminated this Contract or that good cause did not exist to terminate this Contract, the Superintendent/CEO shall be entitled to any sums and benefits the Superintendent/CEO would have otherwise received had this Contract not been terminated in such manner.

5.5 **Resignation of Superintendent.** The Superintendent/CEO 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/CEO shall become physically or mentally unable to perform the essential functions of his job as Superintendent/CEO, the Board, at its option, may terminate this Contract and the employment of the Superintendent. The determination that the Superintendent/CEO/CEO has become physically or mentally unable to perform the essential functions of his job as Superintendent/CEO shall be made by the Board based on a physical examination performed by a Texas licensed physician mutually agreed upon by the Superintendent/CEO and Board at the expense of the School, or a physician approved by a court of the Parties cannot agree. This section shall control all disability-related inquiries except where greater protection to the Superintendent/CEO is provided by the Americans with Disability Act or other similar law. Verification of the illness or disability of the Superintendent/CEO shall be required whenever a majority of the Board requests it.

VI. Miscellaneous

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

6.2 **Outside Consultant Activities.** The Superintendent/CEO may only serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside of the School, with express permission of the Board Chair. No such activities shall in any way conflict or interfere with the Superintendent/CEO's obligations under this Contract to the School.

6.3 Delivery of Notice. Notice shall be deemed delivered and served by mailing written notice through the US mail service, certified mail, return receipt requested to:

IDEA Public Schools
ATTN: Board Chair
2115 W. Pike Blvd.
Weslaco, TX 78596

Jeffrey R. Cottrill



6.4 Complete Agreement. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent/CEO 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.

6.5 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.

6.6 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.

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

6.8 Governmental Immunity. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE SUPERINTENDENT/CEO 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.


6.9 Funding. 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.

I hereby authorize IDEA Public Schools to accept this Contract and related documents/agreements including Confidentiality and Non-Disclosure Agreement (attached as Exhibit A) transmitted by me via electronic means and I certify that these documents are made “upon my signature” and that my electronic signature is acceptable as replacement for my written manual signature. I understand that my electronic signature may not be denied legal effect or enforceability solely because it is 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 signed Contract and related documents to IDEA Public Schools.

This First Amended Contract approved by action of the Board of Directors of IDEA Public Schools at a lawfully called meeting on the 16th day of June, 2023.

IDEA Public Schools

Superintendent/CEO


Collin Sewell (Jun 16, 2023 17:40 EDT)

Collin Sewell
Chairman of the Board


Dr. Jeffrey Cottrill