

MANARA ACADEMY
PROFESSIONAL EMPLOYEE – CEO/SUPERINTENDENT – THREE -YEAR CONTRACT

THIS CONTRACT is entered into by and between the BOARD OF DIRECTORS OF MANARA ACADEMY (“Board”), and the undersigned professional employee FREDERICK CLARKE ("CEO/Superintendent").

1. Employment. CEO/Superintendent shall be employed on a twelve-month (240-day) basis for a period of **three** school years, beginning on **July 1st 2018**, and ending on **June 30, 2021**, according to the hours and dates set by Manara Academy as they exist or may hereafter be amended or modified. This Contract is not subject to the provisions of the Term, Probationary or Continuing contract laws in Texas Education Code Chapter 21. CEO/Superintendent, therefore, has no rights to renewal or continued employment beyond the Contract term. The Board and the CEO/Superintendent may choose to extend the term of this Contract by agreement; provided, however, that there is no right to a contract extension. At the end of the Contract term, CEO/Superintendent shall submit or account for all Manara Academy equipment or property provided to CEO/Superintendent. Except as otherwise provided by law, CEO/Superintendent authorizes Manara Academy to deduct from the last salary payment under this Contract any compensation necessary to reimburse Manara Academy for Manara Academy property which was provided to CEO/Superintendent and which is lost, destroyed or damaged as a result of intentional misconduct by CEO/Superintendent.

2. Compensation & Benefits.

- a. Salary. Manara Academy shall pay the CEO/Superintendent an annual salary in the amount of ONE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$132,870.00), which shall be paid in monthly increments, as a pro-rata share of the annual salary, and paid in accordance with Manara Academy’s normal payroll procedures. The CEO/Superintendent’s monthly salary payments will be subject to all applicable deductions and withholdings. Annual raises for the superintendent will be considered when staff receive raises.
- b. Performance Bonus. In addition to this annual salary, the CEO/Superintendent shall be eligible, at the sole discretion of the Board, for a performance bonus up to 10% of the CEO/Superintendent’s annual salary, contingent upon successful completion of the goals established for the CEO/Superintendent and Manara Academy by the Board and the CEO/Superintendent.
- c. Annuity. The Board shall make a nonelective tax-sheltered annuity contribution in the amount of \$10,000 to the tax-sheltered annuity account designated by the Superintendent in the first month after July 1, 2018, and thereafter in the first month of each contract year. The annuity must meet the requirements of Internal Revenue Code Section 403(b). The Superintendent’s rights under the annuity contract shall be nonforfeitable except as provided in the annuity contract. The contributions made pursuant to this agreement, together with any other contributions required to be aggregated for such purposes, may not cause the Superintendent to exceed the Internal Revenue Code Section 403(b) or 415 limitations for each tax year.

- d. Benefits. Manara Academy shall provide employment benefits to the CEO/Superintendent as provided by state and federal law and Board policies. The CEO/Superintendent shall receive the same health insurance benefits that are provided to other full-time employees of Manara Academy. The CEO/Superintendent shall also be eligible to enroll or continue enrollment in the Texas Teacher Retirement System (“TRS”).
- e. Vacations, Sick Leave, Holidays. The CEO/Superintendent shall receive the same number of discretionary personal leave days as authorized by board policy for administrative employees on 12-month (240-day) contract. The CEO/Superintendent shall observe the same holidays provided for other 12-month administrators in the Board’s adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The CEO/Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the CEO/Superintendent’s duties.
- f. Travel/Telecom Allowance. The CEO/Superintendent shall be paid a combined travel/telecom allowance in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per year, payable in monthly pro-rata installments, in accordance with Manara Academy’s normal payroll procedures. During the term of this Contract, CEO/Superintendent agrees to maintain cellular phone service and home internet service.
- g. Business Expenses. The CEO/Superintendent may be eligible to be compensated for reasonable business expenses subject to Board approval and in accordance with applicable Board policies.
- h. Professional Growth Activities. The CEO/Superintendent may attend appropriate professional meetings at the local, state, and national levels, with advance approval of the Board. Manara Academy shall reimburse the CEO/Superintendent for actual expenses incurred in attending approved activities in accordance with the adopted budget and the Board’s polices regarding expense reimbursements. Manara Academy shall pay the CEO/Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators. The Board will consider payment for other memberships necessary to maintain and improve the CEO/Superintendent's professional skills upon request by the CEO/Superintendent.
- i. Civic Activities. The Board encourages the CEO/Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of Manara Academy. The CEO/Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as CEO/Superintendent. Prior to engaging in these activities, the CEO/Superintendent will notify the Board in writing of the activity. The Board will notify the CEO/Superintendent if the activity presents a conflict or interferes with the performance of his duties as CEO/Superintendent. Manara Academy shall reimburse the CEO/Superintendent for the cost of membership in all local civic organizations in which the CEO/Superintendent participates, subject to advance Board approval.
- j. Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, Manara Academy does hereby agree to defend, hold harmless, and indemnify CEO/Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys’ fees incurred

in any legal proceedings brought against CEO/Superintendent in the CEO/Superintendent's individual or official capacity as an employee and as CEO/Superintendent of the Manara Academy, 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 CEO/Superintendent as an employee of the Manara Academy, acting within the course and scope of CEO/Superintendent's employment with Manara Academy; 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 CEO/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 Manara Academy or by CEO/Superintendent. The selection of CEO/Superintendent's legal counsel shall be with the mutual agreement of CEO/Superintendent and the Manara Academy if such legal counsel is not also Manara Academy's legal counsel. A legal defense may be provided through insurance coverage, in which case CEO/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 2.j exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.j shall survive the termination of this contract.

- k. Wage Overpayments. The CEO/Superintendent hereby agrees that Manara Academy may deduct any wage overpayments under this Contract from one or more of the CEO/Superintendent's paychecks.

3. Prerequisites. This Contract is conditioned on the CEO/Superintendent satisfactorily providing the necessary certifications or permits, and any other records and information that may be required by law, the Texas Education Agency, the State Board of Education, or Manara Academy. Failure of the CEO/Superintendent to initially provide this documentation constitutes a rejection of the employment offer by the CEO/Superintendent such that this Contract is void. If required, failure to hold a necessary certificate or permit issued by the Texas Education Agency, or the State Board for Educator Certification renders this Contract void. CEO/Superintendent represents that any requested records or information provided in his or her employment application or during the employment process are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by CEO/Superintendent in or concerning any requested records or in the employment application shall be good cause for termination at any time during the term of this Contract.

4. Criminal History. At the beginning of this Contract and at any other time during the term of this Contract, CEO/Superintendent specifically agrees to submit to a review of his state and national criminal history record information; agrees to provide the information necessary for such review, including fingerprinting, pursuant to state law and Board policy; and gives consent for the review of his national criminal history record information by the Board, Manara Academy's Human Resources administrator, and the Board's legal counsel. Further, CEO/Superintendent represents that he has made a written disclosure to Manara Academy of any indictment, conviction, no contest or guilty plea, deferred adjudication and/or other adjudication of the

CEO/Superintendent, with the exception of routine traffic citations. The CEO/Superintendent understands that a criminal history record acceptable to Manara Academy, at its sole discretion, is a condition precedent to this Contract. During the term of this Contract, CEO/Superintendent also agrees to notify the Board, in writing, of any arrest, indictment, conviction, and/or deferred adjudication of CEO/Superintendent, other than routine traffic citations, within three (3) calendar days of the arrest, indictment, conviction and/or deferred adjudication.

5. Duties & Responsibilities. CEO/Superintendent shall be the educational leader and chief executive officer of Manara Academy, and shall faithfully perform, to the satisfaction of the Manara Academy Board, all duties set forth in the CEO/Superintendent's job description, Board policies or other additional duties assigned by the Board, as well as all duties required by federal law, state law, and Manara Academy. The CEO/Superintendent agrees to devote his full time and energy to the performance of his duties, and agrees that he shall perform such duties with reasonable care, skill, and diligence. The CEO/Superintendent shall be subject to and shall comply with applicable state and federal law and all Manara Academy policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract.

6. Board Meetings. The CEO/Superintendent shall 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 CEO/Superintendent's Contract, or the CEO/Superintendent's salary and benefits, or the CEO/Superintendent's performance or evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal, or at other times at the discretion of the Board President, if the Board President determines such is in the best interest of Manara Academy. In the event of illness or Board-approved absence, the CEO/Superintendent's designee shall attend such meetings.

7. Reassignment of Position and Duties. CEO/Superintendent shall not be subject to assignment and reassignment, except with the CEO/Superintendent's consent, although the Board may make changes in the CEO/Superintendent's responsibilities or duties at any time, which responsibilities and duties shall be appropriate to and consistent with the role and responsibility of a CEO/Superintendent.

8. Accountability/Evaluations. The CEO/Superintendent shall provide periodic reports to the Board regarding the performance of Manara Academy on all state and federal accountability measures applicable to Manara Academy. The CEO/Superintendent shall be evaluated by the Board at annual or more frequent intervals. The evaluation format and procedure shall be established by the Board. Manara Academy's progress and status relative to the state and federal accountability measures and the CEO/Superintendent and Board goals shall be essential elements of the CEO/Superintendent's evaluation.

9. Outside Employment. The CEO/Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the CEO/Superintendent's professional responsibilities to the District. For any such outside employment, the CEO/Superintendent agrees to comply with applicable ethics rules, laws, and Board policy

regarding reporting potential and actual conflicts of interest and agrees all activities related to outside employment will occur outside of regular work hours or during approved personal leave. In addition, the CEO/Superintendent agrees to provide information regarding income from such activities to the District as necessary for any applicable financial reporting requirements.

10. Termination During Contract. The Board may terminate this Contract for “good cause” as determined under and pursuant to applicable Texas law prior to the expiration of the term of employment specified in Paragraph 1 by delivering to the CEO/Superintendent a written notice of such intent to terminate, listing all reasons for mid-contract termination, at least sixty (60) calendar days prior to the intended termination date. The CEO/Superintendent shall be entitled to request a hearing regarding the Board’s intent to terminate the CEO/Superintendent’s Contract during the term of the Contract. At the conclusion of the hearing, the Board shall decide whether or not good cause exists to terminate the employment of the CEO/Superintendent. In the event that the Board determines that it is in the best interest of Manara Academy that the CEO/Superintendent not be present on campus during the notice period, the Board may place the CEO/Superintendent on paid administrative leave during such period. It is further mutually agreed that in the event of termination, no further sums shall be due except the proportional part, if any, of the compensation earned under Paragraph 2, but not yet paid as of the date of termination. This sum shall be paid to the CEO/Superintendent on the date of termination. This Contract may be terminated at any time by mutual consent of the parties.

11. Suspension. The CEO/Superintendent may be suspended with pay or placed on administrative leave by the Board during an investigation of alleged misconduct by the CEO/Superintendent or at any time the Board determines that the Academy's best interests will be served by the suspension.

12. No Right of Tenure. Manara Academy has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the Contract term.

13. Severability. Invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Contract.

14. No Prior Agreements. This Contract combines, supersedes, and terminates all prior agreements and representations concerning employment. Manara Academy and CEO/Superintendent further agree that no promise or agreement related to employment, which is not expressed herein, has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties agreement or constitute a unified contract with any supplemental duties agreement between the parties.

15. Amendments. No amendments to this Contract shall be binding unless reduced to writing and signed by both parties.

16. Governing Law. Texas law shall govern the construction and interpretation of this Contract. Mandatory and exclusive venue for any dispute arising under this Contract shall be in state district court in Dallas County, Texas.

17. Permanent Address of Record. CEO/Superintendent agrees to keep a current permanent address on file with Manara Academy's Human Resources Department. The CEO/Superintendent agrees that Manara Academy may meet any legal obligation it has to give CEO/Superintendent written notice regarding this Contract or the CEO/Superintendent's employment by sending the notice by hand delivery, certified mail, regular mail, and/or express delivery service to the CEO/Superintendent's permanent address of record.

18. Date of Contract. This Contract is agreed to by and between the parties on the __ day of _____, 2016.

I have read this Contract and agree to abide by its terms and conditions.

AGREED: CEO/SUPERINTENDENT

AGREED: MANARA ACADEMY

Frederick Clarke

President, Board of Directors