



Superintendent Term Contract

This Contract is entered into this 1st day of July, 2019 between the Board Of Directors (“Board”) of Orenda Charter Schools (“District”) and Carla Silber (“Superintendent”), who may be referred to jointly in this Contract as “Parties.”

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

- 1. Term.** The Board does hereby employ the Superintendent for a term commencing on September 1, 2019, and ending on May 31, 2021. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall be considered a 12-month employee and shall work the same number of calendar days as the other full-time, 12-month employees.
- 2. Representations.** The Superintendent makes the following representations:

 - 2.1 Beginning of Contract.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history records acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 2.2 During Contract.** The Superintendent shall, during the term of this Contract, notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period that may be specified in Board policy.
 - 2.3 False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
- 3. Duties.** The Superintendent shall be the Chief Operating Officer of the District. The Superintendent agrees to perform his duties as follows:

 - 3.1** assuming administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the performance of the District staff; and
 - 3.2** making recommendations regarding the selection of personnel of the District staff; and
 - 3.3** managing the day-to-day operations of the District and its administrative staff; and
 - 3.4** preparing and submitting to the Board of Directors a proposed budget; and

3.5 preparing recommendations for policies to be adopted by the Board of Directors and overseeing the implementation of adopted policies; and

3.6 developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Directors; and

3.7 providing leadership for the attainment of student performance in the district based on the indicators adopted by the State of Texas, the State Board of Education, and the Texas Education Agency; and

3.8 performing these and other duties assigned by the Board of Directors as described in the attached "Job Description and Performance Evaluation for the Superintendent/C.O.O."

4. Compensation. In consideration of the above, the District shall pay the Superintendent an annual compensation as follows:

4.1 Salary. Annual salary shall be \$117,500.

4.2 Salary Adjustments. The Board of Directors may adjust the compensation during the term of this contract but not exceed the percentage increase given to any other Orenda employee.

4.2 Travel & Expense Reimbursement. The District shall reimburse the Superintendent each month for actual school business related travel and expenses incurred on behalf of the District as per the District travel & expense reimbursement policies.

4.3 Health Insurance. The District shall pay insurance premiums for the Superintendent at the same level as is paid to other District employees.

4.4 Benefits. The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

5. Suspension. In accordance with the Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board. Further, the Board may suspend the Superintendent with pay at any time during the term of this Contract for any reason deemed appropriate by the Board.

6. Termination and Nonrenewal of Contract. Termination or nonrenewal of this Contract will be pursuant to Texas Education Code Chapter 21.

7. Resignation and Notice. The Superintendent may resign at any time with approval of the Board and in accordance with notice and terms agreed to by the Parties. Any such resignation shall become effective 90 days after Board approval of the resignation, unless the time period is waived by the Board. Such resignation shall not imply any entitlement by the Superintendent to any compensation for a period in which the Superintendent is not performing his official duties, except at specifically authorized by the Board.

8. General Provisions.

8.1 Amendment. This contract may not be amended except by written agreement of the Parties.

- 8.2 Severability.** If any provision in this contract is for any reason held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 8.3 Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.
- 8.4 Applicable Law and Venue.** Texas law shall govern this Contract. Venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be in Williamson County. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 8.5 Paragraph Headings.** The headings used at the beginning of each numbered paragraph in his Contract are not intended to have any legal effect; the headings do not limit or expand the meanings of paragraphs that follow them.

9. Notices.

- 9.1 To Superintendent.** The Superintendent shall keep a current address on file with the District's human resources office and the Board President. The Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 9.2 To Board.** The Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

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

Superintendent

By: _____

Date: _____

Carla Silber

School District

By: _____

Date: _____

Board President