

**A+ CHARTER SCHOOLS, INC.
SUPERINTENDENT’S CONTRACT**

THE STATE OF TEXAS

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COUNTY OF DALLAS

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This Superintendent’s Contract (“Contract”) is entered into by and between the Governance Board (“the Board”) of A+ Charter Schools, Inc. (“A+ Charter Schools”) and Dr. Brenton White (“Superintendent”).

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within A+ Charter Schools, 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:

1. Term

1.1 **Term.** The Board hereby agrees to employ the Superintendent for a term commencing on August 1, 2026 and ending on July 31, 2029, 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 A+ Charter Schools by the State of Texas pursuant to A+ Charter Schools’ 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.

2. Employment

2.1 Duties.

2.1.1 The Superintendent is the Chief Executive Officer of A+ Charter Schools, and shall faithfully perform the duties of the Superintendent of A+ Academy and Inspired Vision Academy (the open-enrollment charter schools operated by A+ Charter Schools) as prescribed in a job description for that position and/or as may be described in A+ Charter Schools’ 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 A+ Academy and Inspired Vision Academy administrations regarding directives from the Board;

negotiate and execute contracts where authorized by the Board; direct, assign, reassign, and oversee the evaluation of all A+ Academy and Inspired Vision employees consistent with Board policies and federal and state law; evaluate program effectiveness; seek and create avenues of additional funding; ensure that the culture and curriculum of A+ Academy and Inspired Vision Academy follow the A+ Charter Schools' 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 A+ Academy and Inspired Vision Academy consistent with the Board's lawful directives, Board policy, the A+ Charter Schools' 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. The Superintendent shall further comply with all lawful Board directives, applicable State and Federal law, the A+ Charter Schools' charter, and A+ Charter Schools' 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. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

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.**

2.6.1 To the extent permitted by applicable law, including but not limited to Chapter 102 of the Texas Civil Practice & Remedies Code, A+ Charter Schools 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 the Superintendent in his individual or official capacity as an employee, and as Superintendent of A+ Academy and Inspired Vision 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 the Superintendent as an employee of A+ Charter Schools, acting within the course and scope of his employment with A+ Charter Schools; 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 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 A+ Charter Schools or by the Superintendent. A+ Charter Schools' obligation to indemnify does not apply to criminal investigations or criminal proceedings. Selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and A+ Charter Schools if such legal counsel is not also A+ Charter Schools' 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. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Chapter 102 of the Texas Civil Practice & Remedies Code, it shall be construed and modified accordingly. The provisions of this section shall survive the termination of this Contract.

2.6.2 During the Term of this Contract, the Superintendent agrees to fully cooperate with A+ Charter Schools in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against A+ Charter Schools, regardless of whether the Superintendent is named as a party.

3 Compensation and Development

3.1 Salary.

3.1.1 A+ Charter Schools shall provide the Superintendent with an annual salary for his service as Superintendent of A+ Academy and Superintendent of Inspired Vision Academy in the gross taxable amount of **Two Hundred Seventy-Eight Thousand Six Hundred Seventy-Seven and No/100 Dollars (\$278,677.00)**.

3.1.2 In each of the contract years beginning August 1, 2027, the Superintendent shall receive a 4.75% salary increase.

3.1.3 The annual salary rate shall be paid to the Superintendent in installments of one-twelfth (1/12th) of the total annual salary in accordance with the Board's policies, and all salary amounts paid to the Superintendent are subject to withholdings as may be required by applicable local, state, and federal law(s). All salary amounts payable under

this Contract shall be apportioned equally between A+ Academy and Inspired Vision Academy.

3.2 **Vehicle Allowance.** Throughout the Term hereof, A+ Charter Schools shall provide the Superintendent with a Vehicle Allowance in the amount of **Five Hundred and No/100 Dollars (\$500.00)** per month. The Vehicle Allowance shall be apportioned equally between A+ Academy and Inspired Vision Academy.

3.3 **Health Insurance Benefit.** Except as may otherwise be required by applicable federal or state law, A+ Charter Schools 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 A+ Charter Schools (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 A+ Charter Schools 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, A+ Charter Schools 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 Board and the A+ Charter Schools' 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 A+ Charter Schools so that appropriate adjustments to the Gross-up Payment may be made.

3.4 **Technology Access.** In further addition to the compensation provided in 3.1 above, A+ Charter Schools 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.

3.5 **Professional Development.** The Superintendent shall devote his time, attention and energy to the direction, administration, and supervision of A+ Charter Schools. 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.

3.6 **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 A+ Charter Schools.

3.7 **Expenses.** A+ Charter Schools 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. A+ Charter Schools 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 A+ Charter Schools. The Superintendent shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policies.

3.8 **Vacations, Holidays, and Sick Leave.** The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff. The Superintendent is hereby granted the same personal and/or sick leave benefits as authorized by Board policies for other professional staff, the days to be in a single period or at different times in accordance with policy.

3.9 **Adjustment to Salary or Benefits.** At any time during the Term of this Contract, the Board may, in its discretion, review and adjust the Superintendent's annual salary and benefits, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, shall be in the form of a new contract or written addendum. This Section does not apply to one-time payments or other benefits provided by this Contract with an explicit expiration date.

3.10 **Conditions.** The Superintendent's compensation under Section 3 of this Contract and payment thereof by A+ Charter Schools shall be expressly conditioned upon and subject to actual receipt by A+ Charter Schools of state and/or federal funds required for A+ Charter Schools' operations.

4 **Annual Performance Goals**

4.1 **Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for A+ Charter Schools each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall then submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive, and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 **Performance Review.** The Board shall evaluate and assess the performance of the Superintendent at least once each year during the Term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to factors established by the Board in the Superintendent's evaluation form and on A+ Charter Schools' progress toward accomplishing the District Goals as described in Section 4.1 of this Contract.

4.3 **Performance Incentive.** Upon completing the Superintendent's annual performance evaluation for each year of this Contract, A+ Charter Schools may pay the Superintendent, as salary, an additional Performance Incentive of up to 4.25% of the Superintendent's then-current annual salary as noted in Section 3.1 of this Contract. This Performance Incentive is only payable if the Superintendent meets the District Goals established in Section 4.1 of this Contract. Such Performance Incentive payment shall be made on or before December 31 of the evaluation year in which the Superintendent meets the goals outlined herein, and is not an entitlement as part of the Superintendent's salary.

4.4 **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.

5 Termination of Superintendent's 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, with no payment or benefit continuation owed to the Superintendent's beneficiaries or heirs.

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) Abusing or otherwise committing an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor, regardless of whether the conduct resulted in bodily injury;
- b) Alteration or falsification of school records;
- c) Attempting by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation;
- d) Assault on an employee or student;
- e) Committing a criminal offense or any part of a criminal offense on school property or at a school-sponsored event;

- f) Conscious misrepresentation of facts to the Board or other school officials in the conduct of A+ Charter Schools' business;
- g) Conviction of a felony or crime involving moral turpitude;
- h) Drunkenness or excessive use of alcoholic beverages;
- i) Engaging in conduct that violates the Code of Ethics and Standard Practices for Texas Educators as found in 19 Texas Administrative Code § 247.2;
- j) 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;
- k) Failure to comply with reasonable professional development requirements regarding advanced course work or professional development;
- l) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- m) Failure to maintain appropriate boundaries with a student or minor, as defined by SBEC rule;
- n) Failure to meet A+ Charter Schools' standards of professional conduct;
- o) Failure to report child abuse or neglect as required by Chapter 261 of the Texas Family Code;
- p) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- q) Illegally transferring, appropriating, or expending funds or other A+ Charter Schools property;
- r) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by A+ Charter Schools. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- s) 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;
- t) Insubordination or failure to comply with lawful written Board directives;
- u) Involvement in or soliciting a romantic relationship with or soliciting or engaging in sexual contact with a student or minor;
- v) Knowingly falsifying records or documents related to A+ Charter Schools' activities;
- w) Neglect of duties;
- x) Violation of student assessment security protocols;
- y) Willful failure to comply with the Board's policies or A+ Charter Schools' administrative regulations; and/or
- z) 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. Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident, or other cause, and said disability exists after all sick leave and personal leave time has been exhausted, the Superintendent shall be entitled up to thirty (30) days of unpaid leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and personal leave and thirty (30) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the Board, or such disability is of such a nature as to make performance of the Superintendent's essential duties impossible with or without reasonable accommodation, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties, and obligations herein shall terminate. In the event of termination under this Section 5.6, the Superintendent shall not be entitled to any amount of compensation for the remaining term of this Contract after the date of termination.

6 Miscellaneous

6.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Dallas 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.

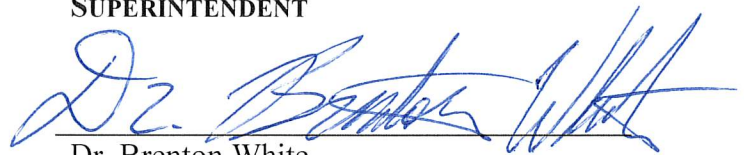
6.6 **Governmental Immunity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE SUPERINTENDENT ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY, SOVEREIGN, AND/OR GOVERNMENTAL IMMUNITY FROM SUIT AND/OR LIABILITY AVAILABLE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

Approved by action of the Board of Directors of A+ Charter Schools, Inc. at a lawfully called meeting on June 15, 2026 and EXECUTED in triplicate originals by the last party to sign on June 15, 2026.

A+ CHARTER SCHOOLS, INC.


Theda Green
Board President

SUPERINTENDENT


Dr. Brenton White