

SUPERINTENDENT AGREEMENT

This Agreement (this "Agreement") is made and entered into as of July 1, 2023 by and between Tammy Shepherd ("Superintendent"), and Virtual Education Services Association operating as E-School Virtual Charter Academy (the "School").

RECITALS

WHEREAS, Superintendent and its principal are experienced and skilled in educational administration and oversight;

WHEREAS, School desires to engage Superintendent as the contract Superintendent for the School and provide the necessary services related thereto; and

WHEREAS, Superintendent desires to provide the services provided herein, and School desires to engage Superintendent for such services;

NOW, THEREFORE, in consideration of Superintendent's services to School, the parties agree as follows:

1. Superintendent Services. Subject to the terms and conditions set forth in this Agreement, School hereby retains Superintendent to provide to School the services more particularly described Exhibit A attached hereto (the "Services"), and Superintendent agrees to render the Services to School.

2. Compensation and Expenses. In exchange for performance of the Services, Superintendent shall be entitled to a salary ("Salary") at a rate equal to \$15,000 per year. In addition, Superintendent shall also be entitled to reimbursement for reasonable, pre-approved expenses incurred in the performance of its duties hereunder.

3. Term. Subject to the termination provisions set forth in this Agreement, the term of this Agreement (the "Term") shall be for an initial term of one (1) school year (July 1, 2023 through June 30, 2024) after the date hereof; *provided, however*, that this Agreement and School's engagement of Superintendent hereunder may be terminated at any time following the date hereof. The Term shall be renewed only upon written agreement of School (after approval by the School's governing board and as appropriations allow) and Superintendent.

4. Termination Upon Default. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), only if the Defaulting Party

materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5. Effect of Termination. Upon termination of this Agreement for any reason, all rights and obligations of Superintendent and School shall terminate and cease, except as provided below:

5.1 Superintendent shall be entitled to receive any compensation which Superintendent has earned as of the date of termination; and

5.2 If the basis of termination is a material breach by School, on the one hand, or Superintendent, on the other hand, of any term or provision of this Agreement, the breaching party shall be liable to the non-breaching party for all damages resulting from such breach.

6. Superintendent's Duties.

6.1 Superintendent warrants that it will perform all Services in accordance with generally accepted professional standards in effect at the time such Services are performed, in conformity with the specifications and requirements of this Agreement and in compliance with all applicable laws, rules and regulations.

6.2 Superintendent warrants that all Services performed by Superintendent for or on behalf of School will not violate, infringe or misappropriate the rights of any third parties, including, without limitation, the copyright, trademark, patent, or the trade secrets of any third person.

7. Confidential Information. Except as otherwise provided herein, Superintendent and School agree that any and all information that is not otherwise publicly available (other than as a result of unauthorized disclosure) and is communicated by one party ("Disclosing Party") to the other party ("Receiving Party"), including, without limitation, engineering, geophysical, geological, marketing and financial information, information regarding the nature and location of the Services and the other party's processes and procedures, whether such information be written, oral or in electronic format ("Confidential Information") shall be confidential and shall be treated as such and held in strict confidence by Receiving Party. Confidential Information shall be used only for purposes of the Agreement by Receiving Party, and no information,

including, without limitation, the provisions of the Agreement, shall be disclosed by the Receiving Party, its agents or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, privileged and trade secret information. This section shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose any Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure. Notwithstanding anything elsewhere in the Agreement, the terms of this section shall apply to Confidential Information amounting to a trade secret for as long as such information remains a trade secret under applicable law and shall survive the termination of the Agreement.

8 . Miscellaneous.

8.1 Compliance with Law. Superintendent and School are in compliance with and shall comply with all applicable laws, regulations and ordinances. Superintendent and School have and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that each needs to carry out its obligations under this Agreement.

8.2 Complete Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

8.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section 7.3.

Notice to School:

Virtual Education Services Association
2403 S. Division Street, Suite B
Guthrie, OK 73044
Attention: Rodney Poplin

Notice to Superintendent: Tammy Shepherd
4700 Rolling Hills Dr.
Bartlesville, OK 74006
Attn: Tammy Shepherd

8.4 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, a court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.5 Amendments; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. For purposes of this Agreement, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation". No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.6 Assignment. No party shall assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section 8.6 shall be null and void. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

8.7 Choice of Law; Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Oklahoma.

8.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

8.9 Litigation Expenses. In any action brought by a party to enforce this Agreement against the other party, the prevailing party shall be entitled to collect from the other party the prevailing party's reasonable attorneys' fees, court costs and other expenses reasonably incurred in connection with such action.

[Signature Page Follows]

EXHIBIT A

SERVICES

The Superintendent of Virtual Education Services Association will act on behalf of the Board of Governance. The Superintendent, effective upon Board approval, will be an employee of the Board and will act accordingly. This process does not change the role of Sooner State Charter Management and/or its employees nor does it change the services that Sooner State Charter Management provides, as stated in the 2023-2024 Managerial Agreement.

Job Description:


1. The Superintendent will provide oversight of all financial transactions.
2. The Superintendent will create all Federal Programs applications with assistance from the Head of School and Director of Operations.
3. The Superintendent will certify, approve, and submit all Federal Programs claims for reimbursement.
4. The Superintendent will approve/deny all monthly invoices submitted by Sooner State Charter Management and/or its representative.
5. The Superintendent will provide Single Sign On user access to the Director of Operations and/or the Head of School for all appropriate applications in order to complete all areas of Compliance, Accreditation, and Accountability.

Along with the above stated job description, also included will be the approval to authorize Tammy Shepherd, as Superintendent of Virtual Education Services Association, to sign all current fiscal year expenditure reports, disbursements, and cash receipts filed with the Oklahoma Department of Education (OSDE) for the purpose and objectives sent forth in the terms and conditions of the federal awards.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SCHOOL:

Virtual Education Services Association

By:  RODNEY POPLIN

Signature: 

Date: July 11, 2023

Superintendent:

Name: Tammy Shepherd

Signature: 

Date: July 11, 2023