

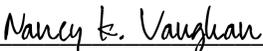
INTERIM SUPERINTENDENT LETTER AGREEMENT

This Agreement is between **Dr. Nancy K. Vaughan** (hereinafter “You”) and the **Texas Center for Arts + Academics** (“TCAA”) effective May 11, 2020, with the following terms:

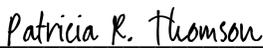
1. You will provide services as the Interim Superintendent to TCAA and its two public charter schools;
2. Your compensation will be \$600 per day;
3. TCAA will reimburse you for reasonable expenses incurred by you in the continuing performance of your duties as Interim Superintendent upon compliance with all procedures and documentation requirements in accordance with Board and TCAA policies;
4. You will serve as Interim Superintendent by being present at TCAA fulltime or on an “As Needed Basis;”
5. You will keep the President & CEO reasonably informed when you will be absent from TCAA on TCAA business or personal business;
6. You are a retiree under the Texas Teacher Retirement System (“TRS”) and as such: (a) your employment with TCAA will be reported to TRS, and you agree to cooperate with TCAA in the completion of any and all reports attributable to your retire/rehire status; (b) you are responsible for investigating and understanding the impact on your TRS annuity and other benefits as a result of your employment with TCAA; and (c) you will not hold TCAA accountable for any loss of retirement annuity or other benefits due to your employment with TCAA;
7. TCAA understands that, due to the date of your retirement under TRS, possible surcharges may be due to TRS from TCAA on account of your retire/rehire status and TCAA agrees to pay those charges as they become due to TRS;
8. Your service will begin on May 11, 2020;
9. Your service will continue until TCAA employs a new superintendent, or may be terminated by the mutual agreement of the Interim Superintendent and the President & CEO or the Board, upon 14 days written notice to either party;
10. You will assist the Board and President & CEO in their search for a permanent superintendent to any extent requested by the Board, President & CEO, or their attorney at no additional charge to TCAA; and
11. Your employment with TCAA is on an at-will basis.

If the above terms are satisfactory to you, please sign in the space provided below and return the original to TCAA.

AGREED:

DocuSigned by:

Dr. Nancy K. Vaughan

6/18/2020
Date

DocuSigned by:

Dr. Patricia R. Thomson
TCAA Interim President & CEO

6/18/2020
Date