

C-2645-20-J

IDEA Public Schools Chief Financial Officer Contract

State of Texas, Hidalgo County

This Chief Financial Officer Contract is made and entered into this 12th day of November, 2012 ("the Effective Date") by and between IDEA Public Schools, Inc. ("IDEA") and Wyatt Truscheit ("the Chief Financial Officer").

A. Term

The term of this Contract shall be for a term from the Effective Date through the 1st day of June, 2016, unless terminated earlier by mutual consent of both parties or as otherwise permitted under this contract.

B. Employment

The Chief Financial Officer will perform the duties as described in the Chief Financial Officer job description during the term of this Contract. These duties may be modified upon mutual consent of both parties.

C. Compensation

1. IDEA shall pay the Chief Financial Officer an annual salary of One Hundred Sixty Eight Thousand Eight Hundred Eighteen Dollars and 25/100 (\$168,818.25) to be paid in monthly installments of one-twelfth (1/12) of the total annual salary on the last day of each month for services rendered during the current month or in accordance with the schedule of salary payments in effect for other employees. If this contract is terminated early, the balance of the compensation owed hereunder will be made in a single lump-sum payment.
2. The Chief Financial Officer will continue to participate in the "Chiefs Bonus Program" and, should such program be terminated or replaced, the Chief Financial Officer will continue to be eligible for performance bonuses based upon performance criteria in common with other senior executives and chiefs of IDEA. The Chief Financial Officer will also be included in any base salary increases awarded to other chiefs (annual pay increase).
3. The Chief Financial Officers compensation salary and payment thereof over the term of this contract by IDEA shall be irrevocable and unconditional.
4. Upon termination of the employment or removal from the position of Chief Executive Officer of Thomas Torkelson, this employment contract will be terminated and all amounts remaining hereunder will be paid to the Chief Financial Officer in a lump-sum payment.
5. IDEA agrees to pay the actual and incidental costs incurred by the Chief Financial Officer related to the bi-weekly commuting to/from California and/or as otherwise necessary, and the reasonable living and transportation expenses while in the Rio Grande Valley performing his duties for IDEA.
6. IDEA shall provide health insurance benefits to the Chief Financial Officer identical to any other chief's health insurance and make them available to his dependents for the cost of the coverage during the term of this Contract.

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7. IDEA may not dismiss the Chief Financial Officer during the term of this Contract; provided that, this Contract shall terminate upon conviction of the Chief Financial officer for any felony.
8. This Contract shall be terminated by the mutual agreement of the Chief Financial Officer and IDEA, in writing, upon such terms and conditions as may be mutually agreed upon, or upon the death of the Chief Financial Officer.

D. Miscellaneous

1. This contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas unless otherwise provided by law.
2. This Contract embodies the entire agreement between the parties hereto, and cannot be varied except by written agreement of the undersigned parties.
3. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Chief Financial Officer have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties, unless amended pursuant to the term of this Contract.
4. The Chief Executive Officer of IDEA Public Schools is authorized to execute this Contract on behalf of IDEA.

Approved by the Chief Executive Officer of IDEA Public Schools and effective on the 12th day of November, 2012.



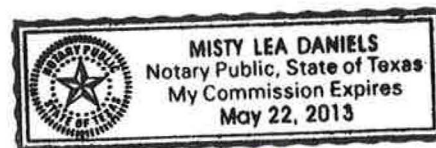
Thomas Torkelson

Chief Executive Officer, IDEA Public Schools



Wyatt Truscheit

Chief Financial Officer, IDEA Public Schools



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**IDEA Public Schools
Chief Financial Officer Contract
First Amendment**

The Chief Financial Officer contract (“the Contract”) was originally entered into on the 8th day of November, 2012 (“the Effective Date”), by and between IDEA Public Schools, Inc. (“IDEA”) and Wyatt Truscheit (“the Chief Financial Officer”).

IDEA and the Chief Financial Officer, for the consideration herein specified, wish to amend the Contract, effective immediately, as follows (the “Amendment”):

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto agree as follows:

Section 1. The provisions of Section 1.;1 of the Contract are amended in their entirety and now shall provide:

“The term of the Contract shall be for a term from the Effective Date through the December 31, 2016, unless terminated earlier by mutual consent of both parties or as otherwise permitted under this Contract.”

Section 2. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Contract and except as expressly modified and superseded by this Amendment, the terms and provisions of the Contract are ratified and confirmed and shall continue in full force and effect

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Section 3. The Chief Executive Officer of IDEA executes this Amendment on behalf of
IDEA.

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Approved by the Chief Executive Officer of IDEA Public and effective on the __ day of June,
2014.



CEO
IDEA Public Schools



Wyatt Truscheit
Chief Financial Officer
IDEA Public Schools

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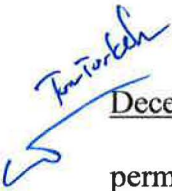
**IDEA Public Schools
Chief Financial Officer Contract
Second Amendment**

The Chief Financial Officer contract ("the Contract") was originally entered into on the 8th day of November, 2012 ("the Effective Date"), by and between IDEA Public Schools, Inc. ("IDEA") and Wyatt Truscheit ("the Chief Financial Officer").

IDEA and the Chief Financial Officer, for the consideration herein specified, wish to amend the Contract, effective immediately, as follows (the "Amendment"):

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto agree as follows:

Section 1. The provisions of Section 1.1 of the Contract are amended in their entirety and now shall provide:

 "The term of the Contract shall be for a term from the Effective Date through the December 31, 2022, unless terminated earlier by mutual consent of both parties or as otherwise permitted under this Contract."


Section 2. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Contract and except as expressly modified and superseded by this Amendment, the terms and provisions of the Contract are ratified and confirmed and shall continue in full force and effect

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Section 3. The Chief Executive Officer of IDEA executes this Amendment on behalf of
IDEA.

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Approved by the Chief Executive Officer of IDEA Public and effective on the 1st day of March,
2016
2017



CEO
IDEA Public Schools



Wyatt Truscheit
Chief Financial Officer
IDEA Public Schools