

**MEYERPARK ELEMENTARY CHARTER SCHOOL
SUPERINTENDENT CONTRACT**

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This Employment Contract is entered into by and between the Board of Directors ("the Board") of MeyerPark Elementary Charter School ("MeyerPark") and Julia Wright ("Superintendent").

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within MeyerPark, 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 Employment. The Board hereby agrees to employ the Superintendent for a **four year term** commencing on the 1st day of September 2017 and ending on the 31st day of August 2021, unless terminated earlier by mutual consent of both parties, or as otherwise permitted under this Employment Contract or applicable law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, or practice providing for tenure. This Employment Contract creates no right of tenure. No property interest, express or implied, is created in continued employment beyond the Employment Contract term.

2. **EMPLOYMENT.**

2.1 **Duties.** The Superintendent is the educational leader of MeyerPark, and shall faithfully perform the duties of the Superintendent as prescribed in a job description for that position, and/or as may be described in the MeyerPark charter, which duties may be amended from time to time, and as may be assigned by action of the Board, and shall comply with all superior directives of the Board, state and federal law, Board policy, rules, regulations and the MeyerPark charter, as they exist or may be hereafter amended. The Superintendent shall report directly to the Board, managing day-to-day operations of MeyerPark, organizing MeyerPark's central administration, selecting and assigning MeyerPark employees and officers (subject to Board approval if required by Board policy or the MeyerPark charter), and performing all other assigned duties.

2.2 **Performance of Duties.** The Superintendent shall perform the duties of Superintendent of MeyerPark with all reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote all her time, skill, labor, and attention to performing her duties in a manner satisfactory to the Board throughout the term of this Employment Contract.

2.3 **Code of Ethics.** Throughout the term of this Employment Contract, the Superintendent shall conduct herself 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.

2.4 **Professional Development.** The Superintendent shall devote her full time, attention and energy to the direction, administration, and supervision of MeyerPark. The Board, however, encourages the continued professional growth of the Superintendent through her active

attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels approved by the Board.

2.5 Required Training. The Superintendent shall comply with all requirements contained in Title 19, Section 100.1103 of the Texas Administrative Code pertaining to training for Chief Executive and Central Administrative Officers of open-enrollment charter schools, at the expense of MeyerPark.

2.6 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Employment Contract, or the Superintendent's salary and benefits, as set forth in this Employment Contract, or the Superintendent's evaluation, or for the purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal.

3. COMPENSATION.

3.1 Salary. The Superintendent/CEO shall be paid a base annual salary of \$107,000 for her service during the term of this Employment Contract. This salary shall be paid to the Superintendent in installments consistent with the Board's policies and MeyerPark's normal payroll schedule.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement except by mutual agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new Agreement incorporating the adjusted salary.

3.3 Health Insurance. Accept as may otherwise be required by applicable federal or state law, MeyerPark shall pay for and provide all health insurance benefits to the Superintendent and family during the term of this Employment Contract. The health insurance benefits (medical, dental, vision) shall be the same standard health insurance benefits provided to other professional employees of MeyerPark.

3.4 Vehicle Allowance. Throughout the term of this Employment Contract, MeyerPark shall provide the Superintendent with a Vehicle Allowance in the sum of \$200.00 per month.

3.5 Life Insurance. MeyerPark will pay 100 percent of the cost for a \$200,00.00 term life insurance policy for the Superintendent during the term of this Employment Contract, with beneficiaries to be designated by the Superintendent.

3.6 Vacation and Holidays. The Superintendent will be entitled to all approved school holidays and vacation provided to other professional employees in accordance with the Board's policies and MeyerPark procedures.

3.7 Performance-Based Incentives. The Superintendent and the Board shall develop annual goals for the District and the Superintendent by November 30, 2017, and annually by August 31st each year thereafter during the term of this Contract. The aforesaid District and Superintendent goals shall be the criteria used for appraising the performance for the Superintendent and shall be reduced to writing and approved by the board and are hereby made a part of this Contract. The Board approves a bonus of 7% for the 2016-2017 school year for reaching performance goals. This bonus will be based on the 2016-2017 base salary of \$100,000. The Board shall also approve an appraisal process that provides for a bonus of 7% for the 2017-2018 school year based on the current base salary of \$107,000. The board will determine the percentage of the bonus for

each additional year by August 31st. Any bonus earned hereunder shall be paid annually within sixty (60) days of the completed evaluation, and shall be paid to the Superintendent at the Superintendent's sole discretion as a single taxable lump sum payment or in equal month installments, after appropriate withholding consistent with the Superintendent's regularly-earned salary.

3.8 Student Achievement-Based Incentives. The Superintendent and the Board shall develop a set of annual student achievement goals for the District by November 30, 2017, and annually by August 31st each year thereafter during the term of the Contract. The aforesaid student achievement goals shall be the criteria used for determining a student achievement bonus for the Superintendent and are hereby made a part of this Contract. The Board approves a bonus of 7% for the 2016-2017 school year for reaching student achievement-based incentives. This bonus will be based on the 2016-2017 base salary of \$100,000. The Board shall approve a system for measurement of student goals with a process that provides a bonus of 7% for the 2017-2018 school year based on the current base salary of \$107,000. The board will determine the percentage of the bonus for each additional year by August 31st. Any bonus earned hereunder shall be paid within sixty (60) days after receiving the final academic data from the Texas Education Agency; and shall be paid to the Superintendent at the Superintendent's sole discretion as a single taxable lump sum payment or in equal month installments, after appropriate withholding consistent with the Superintendent's regularly earned salary.

4. REVIEW OF PERFORMANCE.

4.1

Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each academic year during the term of this Employment

Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and as otherwise agreed to by the parties.

4.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the fullest 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 for advice, if necessary.

4.3 Evaluation Format and Procedure. The evaluation format and procedure used in connection with this section shall be as agreed to by the parties, in accordance with the Board's policies and with applicable state law.

5. TERMINATION.

5.1 Mutual Agreement. This Employment 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 Death, Retirement. This Employment Contract shall be terminated upon the death or retirement of the Superintendent.

5.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Employment Contract for good cause (including, but not limited to dishonesty, impropriety, fraud, moral turpitude) or any reason that would render the Superintendent ineligible to be employed by a Texas Open-Enrollment Charter School under applicable law (i.e., conviction of any felony).

5.4 Termination Procedure. In the event the Board determines that this Employment 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 Employment Contract in a court of law or equity with appropriate jurisdiction.

6. **MISCELLANEOUS.**

6.1 Business Expenses. All reasonable business expenses incurred by the Superintendent on behalf of MeyerPark will be reimbursed by MeyerPark in full. MeyerPark shall perform a full audit of the Superintendent's expenses at least once per academic year during the term of this Employment Contract and report the results of such audit to the Board. Reasonable business expenses shall be defined as those ordinary and necessary expenses that a reasonable person in the Superintendent's position would expect to incur in performing the duties of the position (*e.g.*, travel, lodging, meals and entertainment, supplies, and public relations expenses).

6.2 Indemnification. MeyerPark 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 her in her individual or official capacity as an employee, and as Superintendent of MeyerPark, 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 MeyerPark, acting within the course and scope of her employment with MeyerPark; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is

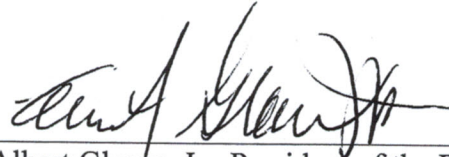
determined that the Superintendent committed a willfully wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by MeyerPark or by the Superintendent. Selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and MeyerPark if such legal counsel is not also MeyerPark's 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 her will be that of the terms of the applicable insurance contract. The provisions of this section shall survive the termination of this Employment Contract.

6.3 Governing Law. This Employment Contract shall be governed by the laws of the State of Texas, and shall be performable in Harris County, Texas, unless otherwise provided by law.

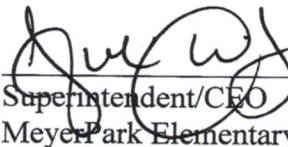
6.4 Amendments. This Employment Contract embodies the entire agreement between the parties hereto, and cannot be varied except by written agreement of the undersigned parties.

6.5 Savings Clause. In the event any one or more of the provisions contained in this Employment 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 Employment 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 Superintendent have been superseded by this Employment Contract, and this Employment Contract constitutes the entire agreement between the parties, unless amended pursuant to the terms of this Employment Contract.

Approved by action of the Board of Directors of Meyer Park Elementary Charter School at a lawfully called meeting on the 29 day of July, 2017, and EXECUTED in triplicate originals by the last party to sign on the 29 day of July, 2017.



Albert Glover, Jr., President of the Board
For the Board of Directors of
MeyerPark Elementary Charter School



Superintendent/CEO
MeyerPark Elementary Charter School