

MOODY EARLY CHILDHOOD CENTER EXECUTIVE DIRECTOR CONTRACT

THIS AGREEMENT is made and entered into by and between the Moody Early Childhood Center, ("MECC") and Karin Miller ("Executive Director").

NOW THEREFORE, MECC and Executive Director, for and in consideration of the terms stated in this contract do hereby agree as follows:

1. Term. MECC agrees to employ the Executive Director for a five (5) year term, beginning August 1, 2019 and ending July 31, 2024 (the "Primary Term").
2. Executive Director Documentation and Credentials. Executive Director must provide MECC with written certification that Executive Director has complied with all requirements imposed by Federal, State and Local law to hold the position of Executive Director and must provide documents and certifications demonstrating this compliance. Executive Director must provide all other information and/or documents required by law or MECC policy. Failure to provide necessary certification shall render this Agreement void, and any material misrepresentation may be grounds for dismissal.
3. Compliance with Applicable Law and Board Policies. The Executive Director shall ensure that MECC's operations comply with Federal, State, and local law, and policies adopted by the MECC Board of Directors.
4. Duties and Responsibilities. The Executive Director shall be the educational and operational leader of MECC. The Executive Director's duties include, but are not limited to:
 - a. the planning, operation, supervision, and evaluation of the educational programs, curriculum, services, and facilities of MECC;
 - b. the employment, assignment, reassignment and compensation of teachers, employees and staff at MECC within the framework of the approved budget;
 - c. conducting annual evaluations of all teachers, employees and staff at MECC;
 - d. terminating or suspending a teacher, employee or member of the staff or the nonrenewal of an employee's term contract,
 - e. managing the day to day operations of MECC;
 - f. preparing and submitting proposed annual budgets to the MECC Finance Committee and MECC Board of Directors on or before July 1 of each fiscal year;
 - g. preparing recommendations for policies to be adopted by the MECC Board

- of Directors, and overseeing the implementation of adopted policies;
- h. developing or causing to be developed appropriate rules and requirements which are reasonably necessary in order to implement policies established by the MECC Board of Directors;
 - i. developing and implementing procedures to collect data, metrics and other relevant information to document student progress, student academic performance and student achievement at MECC, using recognized and reliable methods and procedures;
 - j. organizing MECC's central administration; and
 - k. in general, performing all duties incident to the office of the Executive Director and other duties as may be prescribed by law or by action of the MECC Board of Directors.
5. Compensation. MECC agrees to pay the Executive Director an annual salary and other compensation as follows:
- a. Salary. For the Primary Term, MECC shall provide the Executive Director with an annual base salary in the sum of one hundred thirty thousand dollars (\$130,000.00).
 - b. Health Insurance and Retirement Benefit Plans. MECC will provide a major medical and hospitalization insurance plan for the Executive Director and other insurance and retirement savings plans as adopted and approved by the Board of Directors. Such plans may provide for employee contributions as determined by the MECC Board of Directors in its sole discretion.
 - c. Disability Insurance. MECC will provide a plan of long-term disability insurance if adopted by the MECC Board of Directors.
 - d. Business Expenses. MECC shall pay or reimburse Executive Director for all reimbursable business expenses personally incurred by Executive Director in the continuing performance of Executive Director's duties and responsibilities under this Contract. These expenses may include, but are not limited to:
 - (1) airline tickets, hotels and accommodations, meals, rental car, gasoline costs, and other expenses incurred for out-of-town travel if approved in advance as part of the annual budget or as a specific request in writing, by the MECC Board of Directors;
 - (2) the reasonable cost of meals and incidental expenses associated with the Executive Director's work with staff members, MECC Board members, community patrons, related to the performance of duties as Executive Director, if approved by the MECC Board of Directors in advance, or as part of the original budget.

- e. Vacation, Nonduty Days and Holidays, Sick Leave and Personal Leave. At this time, MECC uses a PTO system and the Executive Director will operate under that system, with PTO determined by duration of employment.
6. MECC may dismiss the Executive Director at any time for good cause in accordance with MECC policy. The term "good cause" is defined as follows:
- a. Failure to fulfill any of the obligations, duties or responsibilities set forth in this Contract.
 - b. Poor performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the MECC Board of Directors; provided, however, the terms and conditions of this sub-paragraph shall not justify good cause unless the MECC Board of Directors has provided Executive Director with written notice and a reasonable opportunity to remediate the conduct constituting poor performance;
 - c. Insubordination or failure to comply with lawful, official MECC directives;
 - d. Failure to comply policies, rules or regulations established by the MECC Board of Directors;
 - e. Neglect of duties;
 - f. Drunkenness or being under the influence of alcoholic beverages at MECC;
 - g. Use of drugs, other substances regulated by the Texas Controlled Substances Act, unless prescribed by Executive Director's physician. ;
 - h. Conviction of a felony or crime involving moral turpitude;
 - i. Failure to meet standards of professional conduct established by the MECC Board of Directors;
 - j. Failure to comply with reasonable MECC professional development requirements;
 - k. Disability, not otherwise protected by law, that impairs performance of the required duties of Executive Director;
 - l. Immorality, which is conduct that the MECC Board of Directors determines is not in conformity with the accepted moral standards of the community. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
 - m. Assault on an employee or student;

- n. Knowingly falsifying records or documents related to MECC's operations and activities;
 - o. Knowingly misrepresenting facts relating to MECC operations to the MECC Board of Directors;
 - p. Failure to fulfill requirements for Executive Director certification;
 - q. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;
 - r. Violations of MECC policies, rules of ethic and conduct or non-discrimination and sexual harassment policy;
 - s. Any other reason constituting "good cause" under Texas law.
8. Termination on Death of Executive Director or Cessation of MECC's Operations. This Contract shall be terminated upon the death of Executive Director, or if MECC ceases operations.
9. No Tenure. MECC has not adopted any policy, rule, regulation, law, or procedure providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
10. Galveston Residence. As soon as is reasonably practicable, Executive Director shall establish Executive Director's primary residence within the city limits of Galveston, Texas.
11. Limited Indemnity. MECC shall defend, hold harmless and indemnify Executive Director from any demands, claims, suits, actions and judgments in any legal proceedings brought against Executive Director in Executive Director's individual or official capacity, if the incident(s) forming the basis thereof arose while Executive Director was acting in good faith and within the course and scope of Executive Director's employment with MECC. The MECC Board of Directors may purchase insurance coverage to defend and cover such claims against MECC and/or Executive Director. MECC's obligation to indemnify, defend and hold the Executive Director harmless under this paragraph survives the termination of this Contract.
12. Entire Agreement. This Contract constitutes the entire agreement between MECC and Executive Director, and it supersedes all prior representations or agreements between the parties hereto. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All this contract constitutes the entire agreement between the parties. This Agreement may

not be amended except by written agreement of the parties.

13. Amendments to this Contract Must be in Writing. This Contract may only be amended by written instrument signed by the authorized representative of the MECC Board of Directors and Executive Director.

14. Interpretation and Venue. This Contract shall be governed by the laws of the State of Texas, excluding choice of law rules. Any action brought in connection with this agreement shall be brought in a State District Court in Galveston County, Texas.

[Signature Page to Follow]

SIGNED this ____ day of _____, 2019

MOODY EARLY CHILDHOOD CENTER

By: _____

Printed Name: _____

Title: _____

EXECUTIVE DIRECTOR

Printed Name: _____

