

**SCHOOL DIRECTOR CONTRACT
CORPUS CHRISTI MONTESSORI SCHOOL**

**THE STATE OF TEXAS
COUNTY OF NUECES**

**One-Year Term Contract
for School Director
2018-2019**

The Board of Directors (The "Board") of the Montessori Association of South Texas ("MAST") hereby employs the undersigned professional Employee, Cerise Weeks (the "Director"), and the Director accepts employment on the following terms and conditions.

1. This position shall be employed on a 1-year basis.
2. During the term of this contract, MAST hereby agrees to pay to the Director for the services rendered by the Director pursuant to this contract, the annual salary authorized by The Board. The Director shall be paid for her services as described in this contract, \$78,676.00 for the year of execution. The Board shall pay the Director in twenty-four (24) installments an annual salary according to the compensation plan adopted by The Board. The Director's salary includes consideration for any assigned duties, responsibilities, and tasks. The term of service required of the Director under this contract for each fiscal year hereof is not less than 220 days as determined by the board and school calendar. The Director agrees to be available in an "on call" capacity at all other times. The Board president will be responsible for overseeing this "on call" status.
3. The obligations of The Board under the terms of this contract are specifically conditioned upon the Director's representation that she is properly certified; including successful completion of appropriate examination(s) as prescribed by a Certifying Board of Education to serve as a School Administrator or and holds a valid permit to serve as a School Administrator. Prior to the execution of this Contract, Director shall furnish to the Board all documentation required by The Board Policy including but not limited to the following: written evidence of certification and experience, medical records, and any other data necessary to complete the Director's files for personnel and payroll purposes. False statements, misrepresentations, omissions of requested information, or fraud by the Director in or concerning any required records or in the employment application may be grounds for dismissal. The Director hereby represents that she has made written disclosure to the district of any conviction for a felony or an offense involving moral turpitude.
4. The Director shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
5. The Director shall not perform contract work or other educational services for other charter schools, school districts or private educational organizations without prior written request and approval from the Board.
6. The Director shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. The Director shall faithfully perform to the satisfaction of the District all duties. Any change in state and federal law and in District policies, rules, regulations, and administrative directives shall act as a novation to this contract. Continued performance under this contract shall constitute acceptance of the novation by Employee.
7. Employee shall satisfactorily submit or account for student assessment procedures, reports, school equipment, keys, or other required items at the termination of the Director's employment.
8. The Board may terminate this contract and discharge the Director or suspend the Director without pay during the term of this contract for good cause as determined by The Board. Good cause is defined as the failure to meet the accepted

standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state. A suspension without pay may not extend beyond the end of the school year.

9. This contract shall supersede and replace any existing contract or contractual relationship currently existing between the Director and The Board. Invalidity of any portion of this contract under the laws of the United States or the State of Texas shall not affect the validity of the remainder of this contract.
10. A determination by The Board that a financial exigency or program change requires that the contracts of employees be terminated during the contract term constitutes good cause for discharge. Financial exigency, as used herein, means any decline in enrollment, cuts in funding, or any other actions or events that create a need for The Board to reduce financial expenditures for personnel. Program change, as used herein, means any elimination, curtailment, reorganization of a curriculum offering, modifications or reorganization of staffing, legislative revisions to program funding, or reorganization or consolidation of two or more individual schools or school districts.
11. Renewal or nonrenewal of this contract shall be determined by the Board at the end of the 2017-2018 contract by June 30, 2018.
12. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure nor any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created hereby.
13. The Board may terminate the employment of the Director in accordance with state law and Board policy at the end of the contract term set forth herein if, in the judgement of the Board, the best interests of The Board will be served by terminating the employment. The Board's decision to terminate the employment of the Director at the end of the contract term shall be final and may not be appealed.
14. All parties agree to submit any claim arising under this contract, whether the claim sounds in tort or contract, to mediation under the protections of Texas Civil Practice & Remedies code § 154.052. Said mediation shall be conducted in Nueces County, Texas, with the parties equally sharing the mediator's fee. The parties further agree that In the event such mediation does not result in an agreed upon settlement, or upon the failure of the parties to agree on a mediator, the parties shall submit any claim to binding arbitration, conducted under the Rules of the American Arbitration Association and before an arbitrator the parties mutually agree upon from the list of American Arbitration Association Arbitrators. The party initiating the claim shall be required to pay the initial fee to commence arbitration as required by AAA. The Montessori Association of South Texas shall pay the arbitrator's fee; however, the prevailing party shall be entitled to recover costs, reasonable expenses, and fees, including attorney's fees and arbitrator's fees. Said arbitration shall occur only in Nueces County, Texas, unless otherwise agreed by the parties in writing. A party may commence an action in courts of the United States or any of the several states only for the purpose of confirming or vacating an arbitration award

I have read this contract and agree to abide by its terms and conditions, as approved by the Board of Trustees of the Montessori Association of South Texas.

ACCEPTED



DIRECTOR

6-27-18

DATE

Montessori Association of South Texas



BOARD PRESIDENT

6-27-18

DATE