

**VILLAGE TECH SCHOOLS
SUPERINTENDENT AND CEO CONTRACT**

THE STATE OF TEXAS

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COUNTY OF DALLAS

This Employment Contract is entered into by and between the Board of Directors (“the Board”) of Village Tech Schools (“Village Tech”) and David Williams (“Superintendent/CEO”).

WHEREAS, the Board desires to provide the Superintendent/CEO with a written Employment Contract in order to enhance administrative stability and continuity within Village Tech, which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and the Superintendent/CEO 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/CEO, for the consideration herein specified, agree as follows:

1. TERM.

1.1 Employment. The Board hereby agrees to employ the Superintendent/CEO for a one (1) year term commencing on July 1, 2017 and ending on the June 30, 2018, 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/CEO is the educational leader of Village Tech, and shall faithfully perform the duties of the Superintendent/CEO as prescribed in a job description for that position, and/or as may be described in the Village Tech 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 Village Tech charter, as they exist or may be hereafter amended. The Superintendent/CEO shall report directly to the Board, managing day-to-day operations of Village Tech, organizing Village Tech's central administration, selecting and assigning Village Tech employees and officers (subject to Board approval if required by Board policy or the Village Tech charter), and performing all other assigned duties.

2.2 Performance of Duties. The Superintendent/CEO shall perform the duties of Superintendent and Chief Executive Officer of Village Tech with all reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent/CEO agrees to devote all his time, skill, labor, and attention to performing his 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/CEO shall conduct himself 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/CEO shall devote his full time, attention and energy to the direction, administration, and supervision of Village Tech. The Board, however, encourages the continued professional growth of the Superintendent/CEO through

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

2.5 Required Training. The Superintendent/CEO 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 Village Tech.

2.6 Board Meetings. The Superintendent/CEO 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/CEO's Employment Contract, or the Superintendent/CEO's salary and benefits, as set forth in this Employment Contract, or the Superintendent/CEO'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 **\$91,049** for his service during the term of this Employment Contract. This salary shall be paid to the Superintendent/CEO in installments consistent with the Board's policies and Village Tech's normal payroll schedule.

3.2 Health Insurance. Accept as may otherwise be required by applicable federal or state law, Village Tech shall provide access to and pay for health insurance benefits to the Superintendent/CEO during the term of this Employment Contract, should the Superintendent/CEO desire to enroll in Village Tech's benefit program. The health insurance benefits (medical, dental, vision) shall be the same standard health insurance benefits provided to other professional employees of Village Tech.

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

4. REVIEW OF PERFORMANCE.

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent/CEO 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/CEO as outlined in the Superintendent/CEO's job description and as otherwise agreed to by the parties.

4.2 Confidentiality. The evaluation of the Superintendent/CEO 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/CEO from sharing the content of the Superintendent/CEO'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/CEO 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/CEO.

5.3 Dismissal for Good Cause. The Board may dismiss the Superintendent/CEO 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/CEO ineligible to be employed by a Texas Open-Enrollment Charter School under applicable law (i.e., conviction of any felony or for a misdemeanor involving moral turpitude).

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/CEO 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/CEO 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/CEO on behalf of Village Tech will be reimbursed by Village Tech in full. Village Tech shall perform a full audit of the Superintendent/CEO'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/CEO'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. Village Tech does hereby agree to defend, hold harmless, and indemnify the Superintendent/CEO from any and all demands, claims, suits, actions, judgments,

expenses and attorneys' fees incurred in any legal proceedings brought against him in his individual or official capacity as an employee, and as Superintendent/CEO of Village Tech, 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/CEO as an employee of Village Tech, acting within the course and scope of his employment with Village Tech; 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/CEO 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 Village Tech or by the Superintendent/CEO. Selection of the Superintendent/CEO's legal counsel shall be with the mutual agreement of the Superintendent/CEO and IDEA if such legal counsel is not also Village Tech's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent/CEO's right to agree to legal counsel provided for him 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 Dallas 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/CEO 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 Village Tech Schools at a lawfully called meeting on the 20th day of July, 2017 and EXECUTED in triplicate originals by the last party to sign on the 20th day of July, 2017.



Daniel Price, Chairman of the Board
For the Board of Directors
Village Tech Schools



David Williams
Superintendent/CEO

