

**WAYSIDE SCHOOLS
CEO/SUPERINTENDENT’S CONTRACT**

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This Contract is entered into by and between the Governance Board (“the Board”) of Wayside Schools (the “School”) and Matthew Abbott (the “CEO/Superintendent”).

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

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

I. Term

1.1 **Term.** The Board hereby agrees to employ the CEO/Superintendent for a term of one year, commencing on September 1, 2018 and ending August 31, 2019, unless terminated earlier by mutual consent of both parties, or as otherwise permitted under this Contract. Each school year shall require a minimum of 220 days of service. This Contract is conditioned upon continued funding and appropriations of the School by the State of Texas pursuant to the School’s open-enrollment charter.

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

II. Employment

2.1 Duties.

2.1.1 The CEO/Superintendent is the Chief Executive Officer of the School’s charter holder, and shall faithfully perform the duties of the CEO/Superintendent of the School as prescribed in a job description for that position and/or as may be described in the School’s charter, which may be amended from time to time, and as may be assigned by action of the Board. Specifically, it shall be the duty of the CEO/Superintendent to communicate with and advise the Board on administrative matters; communicate with the School’s administration regarding directives from the Board; negotiate and execute contracts where authorized by the Board; direct, assign, reassign, and oversee the evaluation of all School employees consistent

with Board policies and federal and state law; evaluate program effectiveness; seek and create avenues of additional funding; ensure that the School's culture and curriculum follow the School's charter; plan and report to the Board on expansion and facilities; encourage and support development of innovative instructional programs; promote the use of technology in the teaching and learning process; and to develop and establish administrative regulations, rules, and procedures which the CEO/Superintendent deems necessary for the efficient and effective operation of the School consistent with the Board's lawful directives, Board policy, the School's charter, and state and federal law.

2.1.2 The CEO/Superintendent shall perform his duties with care, diligence, skill, and expertise, and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of his duties during the term of this Contract. The CEO/Superintendent shall further comply with all lawful Board directives, applicable State and Federal law, the School's charter, and School policy, rules, and regulations, as they presently exist or may hereafter be amended.

2.2 **Board Meeting Attendance.** The CEO/Superintendent shall be permitted to attend all meetings of the Board, both public and closed, with the exception of those closed meetings involving the consideration or discussion of any action on the CEO/Superintendent's Contract, evaluation of the CEO/Superintendent's performance, or the CEO/Superintendent's salary, terms, or benefits of employment as set forth in this Contract. The CEO/Superintendent may also be excused by the Chairman of the Board from such meetings where the Board is meeting to resolve internal Board conflicts, or when the Board is acting in its capacity as a tribunal.

2.3 **Criticisms, Complaints, and Suggestions.** The Board, individually or collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the CEO/Superintendent or his designee for study and appropriate action, and the CEO/Superintendent shall either investigate or designate appropriate staff to investigate such matters and inform the Board of the results of such action, if any.

2.4 **Professional Conduct.** Throughout the term of this Contract, the CEO/Superintendent 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.

2.5 **Reassignment.** The CEO/Superintendent cannot be reassigned from the position of CEO/Superintendent to another position without the CEO/Superintendent's express written consent.

2.6 **Indemnification.** The School does hereby agree to defend, hold harmless, and indemnify the CEO/Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against his in his individual or official capacity as an employee, and as CEO/Superintendent of the School, 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 CEO/Superintendent as an employee of the School, acting within the course and scope of his employment with the School; 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 CEO/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 the School or by the CEO/Superintendent. Selection of the CEO/Superintendent's legal counsel shall be with the mutual agreement of the CEO/Superintendent and the School if such legal counsel is not also the School's legal counsel. A legal defense may be provided through insurance coverage, in which case the CEO/Superintendent'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 Contract.

III. Compensation and Development

3.1 **Salary.** The School shall pay the CEO/Superintendent an annual salary of **One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00)**, to be paid in installments of one-twelfth (1/12th) of the total annual salary, on the last workday of each month, for his services rendered during the preceding month, or in accordance with the schedule of salary payments in effect for other employees, at the option of the CEO/Superintendent.

3.2 **Performance Incentive Pay.** In addition to the compensation described in section 3.1 above, the Superintendent shall be eligible for **up to a Seven Thousand Five Hundred and No/100 (\$7,500.00)** performance bonus for the 2018–2019 school year. The amount of the \$7,500.00 performance bonus awarded will be determined by the Board, pursuant to a written performance plan that is agreed to and based upon the Superintendent's performance against his 2018-2019 performance goals.

Upon satisfaction of these conditions, the performance incentive pay will be made in full no later than the next regular pay cycle after the official confirmation of the ratings by the Texas Education Agency.

3.3 **Health Insurance Benefit.** Except as may otherwise be required by applicable federal or state law, the School shall pay for and provide health insurance benefits to the CEO/Superintendent. The benefits (medical, dental, vision) shall be the standard health insurance benefits provided to other executive level employees (TRS Active Care II) of the School (the "Insurance Coverage"). To the extent required by the Patient Protection and Affordable Care Act ("PPACA") and its implementing regulations, if and when any such payments by the School for Insurance Coverage for the CEO/Superintendent or his dependents are considered "excess premium payments" or otherwise subject to discrimination testing under applicable law, such payments may be treated as taxable income to the CEO/Superintendent subject to withholding to the extent required by law. If premium payments for Insurance Coverage are treated as taxable income to the CEO/Superintendent, the School shall make a tax gross-up payment to the CEO/Superintendent to compensate the CEO/Superintendent for the federal income and employment taxes that will be imposed on the CEO/Superintendent for the inclusion of premium payments as taxable income (the "Gross-up Payment"). The Gross-up Payment for each calendar year shall be computed using the actual effective federal income and employment tax rates for the CEO/Superintendent for the applicable tax year, and the Gross-up Payment shall be paid in the calendar year next following the calendar year in which premium payments for Insurance Coverage were included in the CEO/Superintendent's taxable income. The CEO/Superintendent shall, following filing of his tax return, annually certify to the School's Board and CFO his effective tax rate

for the preceding year to substantiate and facilitate the Gross-up Payment, after which the Gross-up Payment shall be made in the next available payroll cycle. Should any circumstances change impacting the CEO/Superintendent's effective tax rate, he shall promptly notify the School so that appropriate adjustments to the Gross-up Payment may be made.

3.4 Professional Development. The CEO/Superintendent shall devote his time, attention and energy to the direction, administration, and supervision of the School. The Board, however, encourages the continued professional growth of the CEO/Superintendent through his active attendance at, and participation in, appropriate professional seminars, courses, or meetings at the local, regional, state, and national levels as approved by the Board. In its encouragement of the CEO/Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the CEO/Superintendent as the CEO/Superintendent and the Board deem appropriate to attend such seminars, courses, or meetings.

3.5 Required Training. The CEO/Superintendent shall comply with the requirements contained in Title 19, Texas Administrative Code, section 100.1103 pertaining to training for Chief Executive Officers of open-enrollment charter schools, at the expense of the School.

3.6 Expenses. The School shall pay or reimburse the CEO/Superintendent for reasonable expenses incurred by the CEO/Superintendent in the continuing performance of the CEO/Superintendent's duties under this Contract. The School agrees to pay the actual and incidental costs incurred according to board policy and practice. The CEO/Superintendent shall comply with all expense reimbursement procedures and documentation requirements in accordance with Board policies.

IV. Annual Performance Goals

4.1 Development of Goals. The CEO/Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the School. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the CEO/Superintendent's performance is reviewed and evaluated.

4.2 Performance Review. The Board may conduct annual evaluations of the CEO/Superintendent based on accomplishment of measurable goals and objectives as described in Paragraph 4.1 of this Contract, and performance factors established by the Board in the CEO/Superintendent's evaluation form.

4.3 Confidentiality. Unless the CEO/Superintendent expressly requests otherwise in writing, the evaluation of the CEO/Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the CEO/Superintendent from sharing the content of the CEO/Superintendent's evaluation with their respective legal counsel.

V. Termination of Employment Contract

5.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the CEO/Superintendent and the Board, in writing, upon such terms and conditions as may be mutually agreed upon.

5.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the CEO/Superintendent.

5.3 **Dismissal for Good Cause.** The Board may dismiss the CEO/Superintendent during the term of this Contract for good cause. The following are examples of conduct and situations that may constitute “good cause,” but the term is not limited in meaning by this list:

- a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the CEO/Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- c) Insubordination or failure to comply with lawful written Board directives;
- d) Willful failure to comply with the Board’s policies or the School’s administrative regulations;
- e) Neglect of duties;
- f) Drunkenness or excessive use of alcoholic beverages;
- g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h) Conviction of a felony or crime involving moral turpitude;
- i) Failure to meet the School’s standards of professional conduct;
- j) Failure to comply with reasonable School professional development requirements regarding advanced course work or professional development;
- k) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the School. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- l) Assault on an employee or student;
- m) Knowingly falsifying records or documents related to the School’s activities;
- n) Conscious misrepresentation of facts to the Board or other School officials in the conduct of the School’s business; or
- o) Any other reason constituting “good cause” under Texas law.

5.4 **Termination Procedure.** In the event the Board determines that this Contract should be terminated for good cause before its term expires, the CEO/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 CEO/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 Contract in a court of law or equity with appropriate jurisdiction. In the event of

termination for good cause, the CEO/Superintendent shall not be entitled to any amount of compensation for the remaining term of this Contract after the date of termination.

5.5 **Resignation of CEO/Superintendent.** The CEO/Superintendent may resign with the consent of the Board at any time during the term of this Contract.

5.6 **Disability.** In the event the CEO/Superintendent shall become physically or mentally unable to perform the essential functions of his job as CEO/Superintendent, the Board, at its option, may terminate this Contract and the employment of the CEO/Superintendent. Verification of the illness or disability of the CEO/Superintendent shall be required whenever a majority of the Board requests it.

VI. Miscellaneous

6.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performable in Travis County, Texas, unless otherwise provided by law.

6.2 **Complete Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the CEO/Superintendent have been superseded by this Contract. Accordingly, this Contract embodies the entire agreement between the parties hereto, unless amended pursuant to the terms of this Contract.

6.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

6.4 **Savings Clause.** In the event that any provision of this Contract is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Contract a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the parties hereto, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract.

6.5 **Assignment.** This Contract shall inure to the benefit of and shall be binding upon the Board and the CEO/Superintendent, but may not be assigned by the CEO/Superintendent.

6.6 **Governmental Immunity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE CEO/SUPERINTENDENT ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND/OR LIABILITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.

Approved by action of the Board of Directors of Wayside Schools at a lawfully called meeting on September 24, 2018, and EXECUTED using DocuSign by the last party to sign on November 2, 2018, with an effective date to September 1, 2018.

DocuSigned by:

John Troy

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John Troy

Board President
Wayside Schools

DocuSigned by:

Matt Abbott

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Matt Abbott

CEO/Superintendent