

**EMPLOYMENT CONTRACT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

THIS Contract ("Contract") is by and between the Board of Directors ("Board") of the Alief Montessori Community School, Inc. ("School") and Nancy Chieu.

**WITNESSETH:**

WHEREAS, at a meeting of the Board on June 19, 2013, Chieu was offered employment as Chief Executive Officer ("CEO") / *Superintendent* of the School; and

WHEREAS, Nancy Chieu accepted the offer of employment on August 1, 2013 as CEO.

NOW, THEREFORE, under the authority of Section 100.1033 of the Texas Administrative Code and the general laws of the state of Texas, the Board and Nancy Chieu agree as follows:

**I.**

**TERM**

**1.1 Initial Term.** The Board, by and on behalf of the School, employs Nancy Chieu, and Nancy Chieu accepts employment as the Superintendent / *CEO*, for a term commencing on August 1, 2013, and ending on July 31, 2014 with 210 work days in a year.

*1 yr*

**1.2 Extension of Term(s).** This contract will automatically renew upon the expiration of the Initial Term for five year extension. The extension period will commence on August 1, 2014 and will end on July 31, 2019.

**II.**

**EMPLOYMENT**

**2.1 Duties.** Nancy Chieu is the Superintendent of the School and shall faithfully perform the duties of Superintendent as prescribed in the job description determined and

approved by the Board and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, School policies, procedures, rules, and regulations as they exist or may hereinafter be adopted or amended. Nancy Chieu agrees to devote her full-time and energy to the performance of these duties with reasonable care, diligence, skill, efficiency, expertise, and in a manner customarily performed by one holding a similar position in a comparable public community school district.

**2.2 Professional Activities.** Nancy Chieu shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the School, including membership fees and dues of Nancy Chieu in such organizations as she deems appropriate in the performance of her duties. Nancy Chieu may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of her duties as Superintendent of the School.

**2.3 Outside Activities.** Nancy Chieu shall be permitted to undertake writing and speaking engagements, provided that these activities do not interfere with the performance of her duties as Superintendent. Any consulting work undertaken by Nancy Chieu for compensation must be accomplished on her vacation days, holidays or other non-duty days.

### III.

## **COMPENSATION AND SALARY**

**3.1 Annual Base Salary.** Nancy Chieu shall be paid an annual base salary in the sum of one hundred and thirty thousand dollars (\$130,000.00), payable in equal monthly installments, during the term of this Contract. Nancy Chieu shall receive an annual cost-of-living increase applied to salary, effective as of the following August 1st, in the amount of an increase, if any, approved by the Board.

**3.2 Business Expenses.** The School shall pay the expense or reimburse Nancy Chieu for reimbursable expenses incurred by her in the continuing performance of her duties as Superintendent under this Contract. The School agrees to pay the reasonable actual and incidental costs incurred by Nancy Chieu for travel; such costs may include, but are not limited to, automobile mileage and toll fees, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the School. Nancy Chieu shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the School's independent auditors.

**3.6 Insurance, Leave, Vacation and Holidays.** Nancy Chieu shall receive the same benefits received by full-time administrative employees such as health insurance. She will have 15 days leave in a year. There shall be no limit on the number of vacation days she may accrue, and accrued vacation days are payable to Nancy Chieu in cash upon the conclusion of his employment with the School. The vacation days taken by Nancy Chieu will be taken at such time or times as will least interfere with the performance of his duties as set forth in this Contract. Nancy Chieu shall observe the same legal holidays as those observed by the School's administrative employees.

**3.9 Source of Funds.** Funds expended by the School under this Contract shall be from Charter School funds received by the State of Texas.

#### IV.

#### TERMINATION OF EMPLOYMENT CONTRACT

**4.1 Mutual Agreement.** This Contract may be terminated by mutual agreement of Nancy Chieu and the Board in writing upon such terms and conditions as may be mutually agreed upon.

**4.2 Incapacity or Death.** This Contract shall be terminated upon the incapacity or death of Nancy Chieu. In the event Nancy Chieu shall become physically or mentally unable to perform his usual duties as CEO, the Board, at its option, may terminate this Contract and the employment of Nancy Chieu. Verification of the illness or disability of Nancy Chieu shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Nancy Chieu. The School shall have no further liability to Nancy Chieu for any other compensation or benefits for the event of incapacity.

**4.3 Dismissal for Good Cause.** The Board may dismiss Nancy Chieu during the term of this Contract for good cause. A termination for cause shall be deemed a dismissal of the CEO for conduct which is seriously prejudicial to the School, and may include incompetence, violation of the provisions of the Texas Penal Code, material breach of this Contract, immorality, or for other sufficient reason or cause under the laws of the state of Texas. Upon a majority vote of the Board to dismiss for cause, the CEO shall receive a notice of the charges in writing in reasonable detail of specific acts giving rise to the Board's determination. The CEO shall then be given an opportunity for a hearing before the Board no sooner than ten (10) days after receipt of the written notice. The hearing shall be conducted in executive session unless the CEO wishes to have a public session.

**4.4 Nonrenewal of Contract.** Notwithstanding anything in Board policies or procedures to the contrary, this Contract expires after the second extension period on July 31, 2013. However, the Board must provide notice to Nancy Chieu of its intent to nonrenew at least one year before the expiration date of this Contract should it choose to non-renew the Contract for any further extension periods.

**4.5 Mediation.** Any dispute between the parties regarding this Contract which cannot be resolved shall be submitted to mediation before resort to judicial intervention.

V.

**MISCELLANEOUS**

**5.1 Controlling Law.** This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Harris County, Texas, unless otherwise provided by law.

**5.2 Complete Agreement.** This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties and the rights and duties of the parties arising from any prior contracts are terminated upon execution of this Contract.

**5.3 Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained

herein. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

ALIEF MONTESSORI  
COMMUNITY SCHOOL, INC.

ATTEST:

By: Melvin W  
Secretary, Board of Directors

Date: 6/19/13

By: [Signature]  
Treasurer, Board of Directors

Date: 6/19/13

By: [Signature]  
Ms. Nancy Chieu

Date: 6/19/13

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