

## FAITH FAMILY KIDS INC.

STATE OF TEXAS

COUNTY OF DALLAS

### SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (The "Board") of Faith Family Kids, Inc. Charter holder for the Waxahachie Faith Family Academy (The "School") and Mollie J. Purcell (The "Superintendent").

NOW THEREFORE, the Board and the Superintendent, or and in consideration of the terms stated in this contract do hereby agree as follows:

#### TERM

The Board agrees to employ the Superintendent on a 12 month basis for 5 years, beginning September 1, 2018 and ending August 31, 2023.

#### DUTIES AND POWERS

The Superintendent shall perform the duties of the Superintendent of Schools for the district as prescribed in state law, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board Directives.

The Superintendent agrees to devote her time, skill, labor, and attention to performing her duties, but may with prior written consent of the Board undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the Charter School.

#### INDEMNIFICATION

The Board does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgements, expenses, and attorneys' fees incurred in any legal proceedings brought against her in her individual or official capacity as an employee and as Superintendent of the School providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgements, expenses, and attorneys' fees arose or does arise in the future from an act or omission of the Superintendent as an employee of the School, acting within the course and scope of her 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 Superintendent committed a willfully wrongful act of omission, or an act of 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 Superintendent. Selection of the Superintendent's legal counsel shall be with the mutual agreement of the 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 Superintendent's right to agree to legal counsel provided for her will be that of the terms of the applicable insurance contract. The provisions of this section shall survive the termination of this Contract.

## COMPENSATION AND BENEFITS

The Board agrees to pay the Superintendent an annual salary and other compensations as follows:

1. The Board shall provide the Superintendent an annual salary of no less than \$291,900<sup>00</sup> based on a 221 day contract year.
2. All additional days worked will be paid at the current daily rate.
3. At any time during this Agreement, the Board may in its discretion review and adjust the salary of the Superintendent; in no event shall the Superintendent be paid less than the salary set forth above in in this agreement.
4. The Board shall provide long term health care for the Superintendent and her spouse for the duration of the Agreement. Upon separation of service, the long term health care contract will be assigned to the Superintendent.
5. The Board shall pay for the health insurance benefits for the Superintendent and her dependents. 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 Superintendent and her 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 Superintendent subject to withholding to the extent required by law. If premium payments for Insurance Coverage are treated as taxable income to the Superintendent, the Board shall make a tax gross-up payment to the Superintendent to compensate the Superintendent for the federal income and employment taxes that will be imposed on the Superintendent for the inclusion of premium payments as taxable income (the "Gross-up Payment").
6. The Board shall pay for all expenses for the Superintendent's membership and attendance to professional conferences and organizations and all other required training outlined in Title 19, Texas Administrative Code, section 100.1103 pertaining to training for Chief Executive Officers of open-enrollment charter schools.
7. The Board shall pay all accrued state sick days accrued by the Superintendent should the Superintendent leave upon retirement, resignation, or termination of the final rate of pay received. The Board shall provide a district care to the Superintendent.
8. The Board shall provide a cell phone service and internet service at her personal residence for the Superintendent.

MISCELLANEOUS PROVISIONS

The Superintendent cannot be reassigned from the point of Superintendent to another position without the Superintendent's consent.

TERMINATION DUE CAUSE

This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

Should the Superintendent agree to resign at the request of the Board, any wages remaining in the contract up to twelve months will be continued to be paid to the Superintendent in equal monthly installments.

The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such as 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 has never been contained herein.

All existing Agreements and Contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

Approved by the action of the Governance Board of Faith Family Kids Inc. on August the 28<sup>th</sup> of 2018 and executed by the President of the Board.

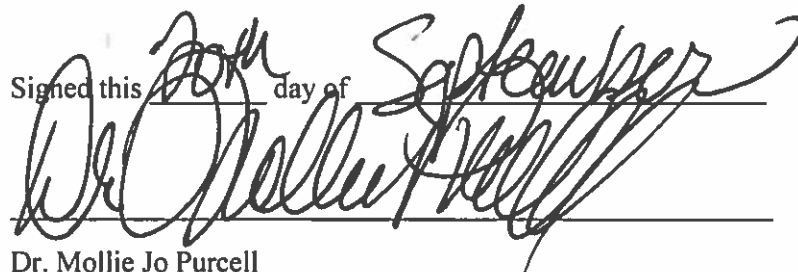
Signed this 20<sup>th</sup> day of September, 2018



Mr. Carroll Gene Lewis

President, Faith Family Kids Inc.

President, Waxahachie Faith Family Academy School Board

Signed this 20<sup>th</sup> day of September  


Dr. Mollie Jo Purcell

Superintendent, Waxahachie Faith Family Academy Schools