

EMPLOYMENT AGREEMENT

This Agreement is made by and between the Board of Trustees (hereinafter referred to as "Trustees") of the Advanced Math and Science Academy Charter School (hereinafter referred to as "AMSA") and _____ (hereinafter referred to as _____ or "Executive Director.") (The Trustees and _____ shall collectively hereinafter be referred to as "the Parties.")

In consideration of the promises herein contained, the Parties hereto mutually agree as follows:

ARTICLE ONE - EMPLOYMENT

1-1. Position and Term

The Trustees hereby employ _____ as Executive Director of AMSA beginning on July 1, 2019 (the "Effective Date") and concluding on June 30, 2022. At the conclusion of this contract, _____ will be immediately returned to her former position of School Counselor and her salary and benefits (e.g. sick days, personal days and vacation days, etc.) as well as the length of her contract shall be commensurate with those of other School Counselors.

1-2. Rules, Regulations and Policies

The Executive Director agrees to all of the rules, regulations and policies as determined by the Trustees, as well as to all of the provisions of the General Laws of Massachusetts relating to charter school education, and legal functions and responsibilities of Charter School Executive Directors. The School's policies and procedures, as enumerated in the Employee and Human Resources Manual and the Faculty and Staff Handbook as existing and as amended during the term of this Agreement are incorporated herein by reference and specifically included in the terms of this Agreement.

1-3. Duties and Responsibilities

The Executive Director shall perform faithfully, to the best of her ability, the duties of Executive Director and shall be responsible for the overall operation of and leadership of AMSA in a manner that is consistent with best interest of the School and its students. By way of illustration, but not exhaustion, the Executive Director's job duties shall include those set forth in the job description attached hereto as **Exhibit A**. The attached job description is incorporated herein by reference and specifically included in the terms of this Agreement. The Executive Director shall fulfill all of the terms and conditions of this Agreement. The Executive Director will report to the Trustees and shall serve and shall also perform such duties at such time and places and such manner as the Trustees may from time to time direct.

In harmony with the policies of the Trustees, state laws, and Mass. Department of Elementary and Secondary Education (DESE) education regulations, the Executive Director has executive authority over the School and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval of the Trustees, as needed, upon all emergency matters and those to which her powers and duties are not expressly limited or are not particularly set forth.

1-4. Evaluation of Executive Director

The Board of Trustees will conduct a mid-cycle review by January 31, 2020 that will be based on the Executive Director's job performance and progress towards the annual goals. The Board of Trustees will conduct an end of year evaluation by June 30, 2020 and annually thereafter that will be based on the Executive Director's job performance as well as on the Executive Director's progress.

All evaluations will be conducted in accordance with Board Policy A-104.

1-5. The Board's Responsibility to the Executive Director

The Board agrees to assist the Executive Director by providing her written and oral guidance in the fulfillment of her duties, including but not limited to the evaluations outlined in 1-4 above. The Chair, Vice Chair, or a member of the Board's Evaluation Task Force agree to meet with the Executive Director at least once a month to discuss her performance, pressing concerns, and – most importantly – her progress in meeting school goals. During the monthly progress meetings the Board agrees, to provide suggestions and ideas to the Executive Director to assist her in the performance of her duties. Throughout the year, and in addition to the monthly meetings, the Board also agrees to timely notify the Executive Director of any appropriate concerns it has and to provide her reasonable time to properly address those concerns.

At any time, at the Executive Director's request, the Board agrees to provide for executive coaching services or leadership or management professional development training, with specific costs to be approved by the Board Chair.

1-6. Offer of Renewal

On or before February 1, 2022, the Board of Trustees will notify the Executive Director in writing if it wishes to offer her a contract for future academic years. If the Board desires to offer the Executive Director a contract for additional academic years the Executive Director will have 10 business days to respond. If the Board desires not to offer the Executive Director a contract and has not decided to terminate her contract in accordance with sections 2.2-1 or 2.2-2 below, the Executive Director will serve out the remainder of this contract, assist the Board in good faith in its search for a new Executive Director, and then will be returned, in accordance with section 1-1 above, to her position as a School Counselor at her discretion.

ARTICLE TWO - TERMINATION

2-1. By the Executive Director

2-1.1. In the event that the Executive Director desires to terminate this Agreement, she may do so by giving at least one hundred and twenty (120) days' notice in writing of her intention to the Trustees. There shall be no penalty for such release or resignation of her position as Executive Director provided such notice is given. In such event, however, the Executive

Director will not be entitled to any Executive Director salary payments beyond the conclusion of her active service as Executive Director.

2-2. By the Trustees

2-2.1. For Cause.

The Trustees may discharge the Executive Director during the term of this Agreement for Cause at any time and without any advance notice. "Cause" shall be defined as: the violation of any laws that results in the indictment or prosecution of the Executive Director and or the gross and willful violation of school policies as set forth in the AMSA Employee Human Resources Manual. Where Cause exists, by a majority vote, the Board of Trustees may discharge the Executive Director, and thereby terminate this Agreement. Upon terminating the Executive Director for Cause the Trustees shall have no further financial obligations to the Executive Director.

2-2.2. Without Cause

The Trustees may also terminate this Agreement without cause. Should the Board determine that the Executive Director is not performing duties as expected, the Board agrees to provide a written performance improvement plan and the Executive Director shall have at least ninety (90) days to address any such concerns. If, at the end of such period, the Trustees determine that the Executive Director has not adequately demonstrated progress toward the areas documented in the performance improvement plan, the Trustees may terminate this Agreement under this Section.

If the Trustees terminate the Executive Director without cause they will, provided the Executive Director executes a release of all claims agreement, pay the Executive Director \$150,000, less all customary taxes and withholdings. Said payment will be spread out, pro rata, over the 12 months immediately following Executive Director's termination without cause in accordance with AMSA's customary pay practices. Upon payment to Executive Director of said \$150,000, the Trustees shall have no further payment or other obligations to the Executive Director for her services. Because without cause termination payouts are not considered wages earned from active service for purposes of the Massachusetts Teachers Retirement System (MTRS), none of the without cause termination payments referenced in this subsection will have contributions made to the MTRS. Instead, a contribution will be made to Social Security. In the event Executive Director is terminated without cause she will, in addition, to the payment referenced immediately above, be entitled to have the School continue to cover the customary employer portion of Executive Director's family health insurance coverage for one (1) year, provided that Executive Director was on the School's health insurance at the time of her termination without cause, and provided further that Executive Director timely pursues her COBRA health insurance rights to remain on the School's health insurance plan.

Additionally, if the Executive Director is terminated without cause, the School will provide one year of outplacement/transition services by Fitzgerald, Stephens & Ford or a comparable outplacement agency, as determined by Employer, and at Employer's expense.

2-3. By Mutual Agreement

Notwithstanding the above, the Parties may mutually agree to terminate this Agreement at any time.

2-4. Effect of Termination By Executive Director

In the event this Agreement is terminated by the Executive Director pursuant to Section 2-1 above, it is expressly understood that she will, at her option, be returned within two pay periods to her former position of School Counselor and her salary and benefits (e.g. sick days, personal days and vacation days, etc.) as well as the length of her contract shall be commensurate with those of other School Counselors at the time she returns to the position full-time. To prevent a conflict of interest, the contract that returns her position as School Counselor in accordance with the above referenced terms shall require the approval of the Chair of the Board of Trustees. While serving as Executive Director, she agrees to maintain, or re-certify within a year, any and all Massachusetts Department of Elementary and Secondary Education (DESE) license(s) or certifications that are necessary to be a School Counselor so that she may continue to serve as a School Counselor and can transition back into her former role full-time should she choose to do so.

ARTICLE THREE - COMPENSATION AND BENEFITS

3-1. Salary Considerations

For the period commencing July 1, 2019 through June 30, 2022, the Executive Director shall be paid a pro rata bi-weekly salary payment based on an annualized salary of \$150,000 less all regular and customary taxes and withholdings.

The salary shall be paid in accordance with the School's normal payroll practices.

3-2. Benefits; Sick Days; Vacations; etc.

The Executive Director shall be entitled to medical, dental, vision, short term disability, twelve (12) flex days, and four (4) weeks of vacation.

All vacation time shall be taken in the year in which it is earned except that the Board of Trustees may permit the carryover of five (5) vacation days if the full vacation allotment could not be taken because of the needs of the School. The total number of vacation days accrued at any one time cannot exceed twenty-five (25) days. If the Executive Director should leave the School's employ prior to June 30, 2022, she will receive a pro rata share of vacation pay based on the number of months the Executive Director worked during that contract year. The Executive Director agrees to take at least ten (10) of her twenty (20) days of annual vacation when school is not in session. The Executive Director shall also be entitled to paid holidays, bereavement days, in the same manner that those days are afforded to all non-unionized employees who work for the School. The Executive Director shall also be entitled to a health reimbursement account. The School's benefits to the Executive Director and all other non-unionized employees are subject to change at any time.

ARTICLE FOUR - AGREEMENT & AMENDMENTS

4-1. Entire Agreement

This Agreement embodies the entire agreement between the Trustees and the Executive Director supersedes any prior agreements between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

4.2. Amendments

This Agreement may not be amended except by an agreement in writing by the Trustees and the Executive Director.

4.3. Validity of Contents

If any paragraph or part of this Agreement is later found to be invalid, it shall in no way affect the remainder of this Agreement, which shall continue to be legally binding and effective as to both parties.

4.4. Termination of Employment Agreement. The Interim Executive Director Employment Agreement between _____ and the School dated March 1, 2019 is hereby terminated as of July 1, 2019.

ARTICLE FIVE – MISCELLANEOUS

5.1 Periodic Examination. The Board may require an annual physical examination once each year during the life of the Agreement. The School will bear any cost not borne by health insurance and a written report of such examination will be provided to the Board of Trustees.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement.

ADVANCED MATH & SCIENCE ACADEMY CHARTER SCHOOL
BOARD OF TRUSTEES

Assented to:

Date

Date

EXHIBIT A

JOB DESCRIPTION FOR EXECUTIVE DIRECTOR

The Executive Director is the educational leader and general manager of all academic and administrative operations of AMSA. The Executive Director is responsible for performing duties and tasks including, without limitation: comprehensive management of all administrative and education functions of AMSA as described in the AMSA Charter, By-laws and the AMSA procedures, policies, rules, and manuals. The Executive Director directs the course of study, and is responsible for all required reporting to the Commonwealth of Massachusetts. He or she shall at all times act in the best interests of the School and its students.

EDUCATIONAL LEADERSHIP:

- Works with the Board of Trustees (Board) to develop and execute a vision for the school focused on what it must do to fulfill its mission and what it will take to move to the next level of performance.
- Collaborates with the community, the Board and the staff to establish broad educational goals and accountabilities consistent with the charter and Massachusetts Frameworks.
- Creates a school climate of openness and active exploration of effective teaching and learning.
- Establishes the staff development requirements for all personnel and supervises the fulfillment of these requirements.
- Establishes and deploys effective systems of two-way communication and collaboration with stakeholders to produce transparent outcomes and build support.
- Leads efforts to connect with the outside community including introducing AMSA's innovative programs to public schools, initiating student placements with businesses and organizations and building relationships with colleges and universities.

EDUCATIONAL ADMINISTRATION:

- Works closely with the Principal to insure Principal, faculty, staff, and administrators are all achieving to the best of their abilities.
- The Executive Director is hired and evaluated by the Board. The Executive Director hires all other employees of the school and assigns, transfers, and dismisses any and all employees of the school.
- Develops administrative policies and procedures to implement Board policies.
- Delegates both responsibility and authority to other administrators.
- Evaluates administrative personnel in terms of the achievement of their goals and objectives.
- Supervises the maintenance of adequate records for the schools, including a system of financial accounts, business and property records, personnel, school populations, and scholastic records. Acts as custodian of such records and or all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- Insures administrative policies/ procedures develop to meet changing requirements and are disseminated to affected parties.
- Nominates for appointments, selection, or employment all employees of the school and assigns, transfers, and recommends for dismissal any and all employees of the school.

PUBLIC ADMINISTRATION:

- Develops budgets which: a) balance educational needs with the needs of other aspects of the community, b) plan for long range educational needs, c) provide clear, accurate information regarding educational needs, financial impact, facilities, technology and long-range implications.
- Administers public funds by: a) supervising the business manager to insure a responsible, effective business operation, and b) analyzing program expenditures in terms of educational objective for the school.
- Inaugurates studies, research and oversight in the areas of enrollment growth, staffing needs, building needs, population trends, and wage/benefit needs.

BOARD SUPPORT:

- Informs and advises the Board about the programs, practices, and problems of the schools, and keeps the Board informed of the activities operating under Board authority.
- Supervises the implementation of all constitutional or statutory laws, state regulations, and Board policies.
- Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees all communications to be made to the Board.
- Formulates school objectives, plans and programs and prepares and presents facts and explanations necessary to assist the Board in its duty of policy making for the school.
- Collaborates with the Board on fundraising and development activities in support of the school.

REQUIRED/DESIRED QUALIFICATIONS:

- Master's degree in education with 5 years relevant teaching experience
- Demonstrated experience as a school administrator; experience in charter school environment and STEM education would be assets
- Leadership skills – including the ability to articulate a vision, inspire others, execute strategy, and align resources
- Collaborative management style that leads to departments developing innovative solutions to many of their own challenges
- Experience working with teachers represented by bargaining unit would be an asset
- Strategic Planning skills – proven ability to write and implement an effective strategic plan
- Excellent written and oral communicator with the ability to create an environment for honest, respectful, and open discussion

- **Interpersonal skills** – demonstrated ability to work with constituents at all levels and to forge credible relationships
- **Demonstrated problem solver** – ability to grasp the complexities of problems and do what is right to secure win-wins
- **Ability to balance near-term problem solving with efforts to achieve long-term priorities**
- **Budget and finance skills**