

**EXECUTIVE DIRECTOR  
CONTRACT FOR EMPLOYMENT**

**THIS AGREEMENT**, made and entered into on this 30th day of September 2017, and between the **Board of Trustees** (hereinafter, the “Board”) whose members act hereunder in their representative capacity only without personal liability to themselves, and **PAUL NILES** (hereinafter, the “Executive Director”) of Barnstable County, Massachusetts.

**WITNESSETH:**

**WHEREAS**, the Board is authorized pursuant to Mass. G.L.c. Section 41; to award a contract to The Executive Director and **WHEREAS**, THE Board desires to employ the services of Paul Niles as their Executive Director; and

**WHEREAS**, it is the desire of the Board to describe and define the job duties and job responsibilities of the Executive Director, fix his salary, and provide for benefits and working conditions and,

**WHEREAS**, Paul Niles represents that he is qualified and capable of performing the duties and responsibilities of said position; and

**NOW, THEREFORE** in consideration of the mutual covenants herein contained, the Board and Paul Niles agree as follows:

**SECTION 1: TERM OF EMPLOYMENT/APPOINTMENT**

Notwithstanding the provisions of any other written or verbal agreements of understanding, the contemplated term of this Agreement and the Executive Director’s appointment hereunder shall be for a three (3) year period commencing July 1, 2017 through June 30, 2020, unless sooner terminated in accordance with the provisions hereof.

Should the Board wish to enter into negotiations for a successor agreement, it shall notify the Executive Director by no later than December 31st, 2019 of its intention.

**SECTION 2: DUTIES AND AUTHORITY**

**A. DUTIES**

The Executive Director shall perform faithfully to the best of ability and shall devote all his professional efforts and substantially his working time and attention to serving as the Executive Director of the Cape Cod Lighthouse Charter School. In that capacity, the Executive Director shall, to the best of his ability and in a professionally responsible manner, operate and manage the Cape Cod Lighthouse Charter School and supervise and direct all employees of the Cape Cod Lighthouse Charter School.

The Executive Director shall perform all his duties strictly in accordance with all lawful school policies set by the Board and with the provisions of all applicable laws and regulations.

## **B. Administration and Supervision of School District**

As provided in M.G.L. Chapter 71, Section 59 and as otherwise provided by law (and so long as not inconsistent with the role of Board as set forth in M.G.L. Chapter 71, Section 37 and elsewhere) the Executive Director shall manage the school in accordance with all state and federal laws all regulations, all lawful policy determinations of the Board and any contractual obligations of the Cape Cod Lighthouse Charter School. To the extent not inconsistent with the above, the Executive Director shall organize, re-organize and arrange the administrative and supervisory and teaching staff of the school, administer curriculum and instruction and the business affairs of the school, assume responsibility for selection, placement and transfer of personnel, assume responsibility for all matters relating to the supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel, and conduct a hearing or meeting relevant thereto. The Board, individually and collectively, shall promptly refer to the Executive Director for his study and recommendation, all criticisms, complaints, and suggestions brought to their attention. The Executive Director shall investigate and consider the same and report thereon to the Board as soon as practicable thereafter. The Executive Director shall investigate and consider the same and report thereon to the Board as soon as practicable thereafter.

## **SECTION 3: COMPENSATION**

### **A. SALARY**

The Executive Director shall be paid a annual salary of one hundred thirty one thousand two hundred thirty four dollars (\$131,234) commencing as of the effective date of this Agreement, payable in periodic installments on the same basis as other professional personnel in the Cape Cod Lighthouse Charter School, subject to such deductions for income taxes, social security (FICA), teachers' retirement and other deductions, as are authorized by the parties or required by law.

### **B. SALARY INCREASES**

The Board shall review the Executive Director's salary annually in conjunction with a performance evaluation at the end of each Contract Year, and the Board may, in its sole discretion, increase the Executive Director's salary for the following Contract Year. The Executive Director's salary shall in no event be reduced at any time during the term of this Agreement. For purpose of this Agreement, the term "Contract Year" refers to July 1 through June 30 of each year of this Agreement.

## **SECTION 4: EVALUATION**

The Board shall evaluate the performance of the Executive Director in writing at least once each year against goals, objectives and standards mutually agreed upon by the Board and the Executive Director at the start of each Contract Year, with said evaluation to take place by June 30 of each year this Agreement is in effect. The Board and the Executive Director, together, will meet, discuss, and adopt the evaluation format. To that end, the parties agree to utilize the services of MASC or MASS or some neutral professional to assist with the drafting of a mutually acceptable evaluation process and instrument. Prior to the beginning of each school year, the Board and the Executive Director shall meet to establish performance goals and objectives for the coming school year. Said goals are to be mutually agreed upon by September 30th. These goals and objectives shall be in writing, shall be consistent with the duties and responsibilities of the Executive Director and will be among the criteria by which the Executive Director is evaluated. In the event the Board and the Executive Director cannot agree on such goal and objectives by September 30th, then the Board shall be entitled to set such goals and objectives by itself, taking into account input from the Executive Director as it sees fit and shall establish same by October 30th.

## **SECTION 5: WORK YEAR AND AUTHORIZED LEAVES**

### **A. WORK YEAR**

The Executive Director shall be employed on a full-time basis during a twelve-month work year, beginning in July of each year of this Agreement. The Executive Director recognizes that the nature of his employment and the level of responsibility is such that his obligations hereunder are not determined by a prescribed number of hours and that he may be required to work at times other than normal work days, including weekends, when necessary to effectively perform his duties and responsibilities.

### **B. HOLIDAYS**

The Executive Director shall be entitled to a day off with pay on the following legal holidays: New Year's Day; Dr. Martin Luther King, Jr.'s Day; President's Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving; and Christmas Day.

### **C. VACATION**

On July 1st of each year of this Agreement, the Executive Director shall be granted thirty (30) vacation days for use during that Contract Year, beginning July 1 to June 30. A maximum of ten (10) vacation days granted for a particular Contract Year may be carried over and used during the following contract year. In the event that this Contract is terminated prior to the conclusion of a Contract Year, vacation days shall be prorated based upon that part of the year actually worked.

#### **D. SICK DAYS**

On July 1 of each year of this Agreement, the Executive Director shall be granted fifteen (15) sick days for use during periods of his own sickness or injury. Unused sick days may accumulate from year to year without limit. However, all unused sick time remaining as of the time of contract termination or separation from employment shall be forfeited and is not subject to buy back under any circumstances.

#### **E. PERSONAL AND BEREAVEMENT LEAVE**

(i) The Executive Director shall be allowed up to three (3) days of personal leave per Contract Year in order to attend to personal business that cannot otherwise be scheduled during non-working hours. These days shall not accumulate from year to year and shall have not cash redemption value if unused. In the event that this Contract is terminated prior to

the conclusion of a Contract Year, personal pays shall be prorated based upon that part of the year actually worked.

(ii) The Executive Director shall be allowed bereavement leave of up to five (5) days in the event of the death of a member of his immediate family.

(iii) Because the Executive Director's workday is flexible and frequently extends beyond normal work hours, reasonable time off during the workday for personal reasons or emergencies will be allowed without the loss of pay or deduction from personal, sick, or vacation leave.

### **SECTION 6: INSURANCE**

#### **A. HEALTH, DENTAL AND DISABILITY INSURANCE**

The Executive Director shall be eligible for group health, dental, and disability insurance benefits to the same extent as other employees of the Cape Cod Lighthouse Charter School in accordance with and subject to the provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage. The Executive Director shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the School.

#### **B. LIFE INSURANCE**

The Executive Director shall be eligible for life insurance benefits to the same extent as other employees of the School in accordance with and subjected to provisions of Massachusetts General Laws Chapter 32B and/or any other limitations applicable to such coverage.

### **SECTION 7: RETIREMENT SYSTEM**

The Executive Director shall be a member of the Massachusetts Teachers' Retirement System as required by General Laws Chapter 32.

## **SECTION 8: REIMBURSEMENT FOR EXPENSES**

### **A. EXPENSES ASSOCIATED WITH DUTIES**

The Board shall reimburse the Executive Director for all expenses, to the extent of the available appropriation therefore, which are reasonably incurred in the performance of this duties under this Agreement. Such expenses shall include, without limitation, reasonable travel, food, lodging and registration expenses to attend one national conference, and other appropriate local and state meetings and conferences, seminars, and workshops. The Board shall pay dues and reasonable associated costs of membership for the Executive Director.

### **B. MILEAGE REIMBURSEMENT**

The Board will reimburse the Executive Director at the IRS mileage rate for business miles travelled.

## **SECTION 9: PROFESSIONAL ACTIVITIES**

The Executive Director may accept speaking, writing, lecturing or other engagements of a professional batyre as he sees fit; provide they do not derogate from his duties as Executive Director or impose a financial burden upon the Cape Cod Lighthouse Charter School. The Executive Director will provide advance notice to the Chair of the Board of all such activities.

## **SECTION 10: CERTIFICATION**

The Executive Director shall provide proof prior to the effective date of this Agreement that he possesses a valid and appropriate certificate from the Commonwealth of Massachusetts as required by Mass.G.L.c.71, Section 38G. The Executive Director shall maintain such certification throughout the term of this Agreement, and agrees to advise the Board immediately in the event that his certification is revoked, suspended, of otherwise affected in any way.

## **SECTION 11: STATE ETHICS LAWS**

The Executive Director is expected to familiarize himself with all applicable ethics laws of Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

## **SECTION 12: CORI CHECK**

The Executive Director shall remain subject to a CORI check with the Massachusetts Criminal History Systems Board consistent with School policy and

applicable to state law. To the extent that the Board becomes aware of any information revealed by the CORI check, which in its sole discretion, renders the Executive Director unqualified or otherwise unfit for the position of the Executive Director, then this Contract shall become null and void with not further obligations or recourse to the Parties.

### **SECTION 13: WARRANT OF CREDENTIALS**

The Executive Director warrants the validity of the credentials and experience represented to the Board in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of the Agreement and the Executive Director's employment.

### **SECTION 14: INDEMNIFICATION**

The Board agrees to indemnify the Executive Director when he is acting within the scope of his official duties to the extent permitted and subject to provision of Massachusetts General Laws Chapter 258. Notwithstanding any other language of provisions this Agreement or elsewhere, this indemnification shall not be effective or binding on the Board unless the Executive Director provides reasonable cooperation to the Board and their legal counsel in the defense of any claim of litigation arising out of such incident, events or facts offering during his employment or services as Executive Director. In no case will individual Board members be considered personally liable for indemnifying the Executive Director pursuant to terms of this Agreement.

### **SECTION 15: TERMINATION OF CONTRACT BY THE EXECUTIVE DIRECTOR**

This Contract may be terminated by the Executive Director provided he gives written notice to the Board not later than February 1 of any contract year and the termination date corresponds with the end of the academic year in which notice is provided, unless otherwise agreed to by the Board.

### **SECTION 16: TERMINATION OF CONTRACT BY THE BOARD**

A. Where good cause exists, the Board may, pursuant to its authority under M.G.L. Chapter 71, Section 37, discharge the Executive Director upon a vote to the end of the term of this Agreement; provided the (i) the Executive Director has been given an opportunity for a hearing before the Board prior to official action being taken; (ii) the board has given the Executive Director at least ten (10) days written notice of any such hearing, which notice of any such hearing, which notice includes a statement of charges in sufficient detail to place the Executive Director on notice of the basis for the intended action and copies of any relevant documents then in the Board's possession on which the Board intends to rely for such action; (iii) the Executive Director has been given an opportunity to have the hearing at an Executive Session of the Board; and (iv) the

Executive Director has been given the opportunity to be represented at such hearing by counsel who is entitled to participate in the hearing on behalf of the Executive Director. Good cause for termination shall be deemed to include any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school and may include, but is not limited to, incompetence, for failure on the part of the Executive Director to satisfy the performance standard established pursuant to the Agreement, inefficiency, incapacity, conduct unbecoming an Executive Director or insubordination.

The Executive Director may appeal any dismissal action by the Board to final binding arbitration under Section 7 of this Agreement.

B. Without limiting the generality of the foregoing, the Board shall be entitled to terminate this Agreement effective immediately upon notice to the Executive Director, if the Executive Director is unable to fulfill his obligations hereunder for a period of 180 days in any period of twelve consecutive calendar months, due to mental or physical disability that cannot be reasonably accommodated, or otherwise.

C. This Agreement shall terminate effective immediately upon the death of the Executive Director.

D. It is expressly understood by the Parties that this Contract contains no rollover language, nor any notification requirement should the Board determine not to renew it or to otherwise negotiate any new contract with the Executive Director, This Contract shall expire on June 30, 2020, unless sooner terminated in accordance with the provisions hereof.

## **SECTION 17: ARBITRATION**

Any claim arising out of or relating to an interpretation of a term of this Agreement shall be settled and determined by arbitration with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the Arbitration Association in accordance with such rules. The decision by an arbitrator selected pursuant to such rules shall be final and binding on the parties hereto and may be entered in any court, tribunal, or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. Chapter 150C. Each party shall pay its own attorney's fees with respect to the arbitration, and shall bear the costs of the arbitration as provided in the rules of the American Arbitration Association. The arbitrator shall in no event have the authority to order or require the reinstatement of the Executive Director to his position following termination by the Board. The arbitrator shall not have the authority to award attorney's fees or interest.

## **SECTION 18: MODIFICATION**

No change of modification of this Contract shall be valid unless it shall be in writing and signed by both parties.

**SECTIONS 19: LAW GOVERNING**

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SECTION 20: SEVERABILITY OF PROVISIONS**

If any clause or provision of the Contract shall be determined to be illegal by a court of jurisdiction, the remainder of this Contract shall not be affected thereby.

**Section 21: ENTIRE AGREEMENT**

This Agreement embodies the whole agreement between the Board and there are not inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed, except by a writing signed by the party against whom enforcement thereof is sought. No waiver on any occasion of any breach or violation on any term of this Agreement shall constitute a waiver of any such breach of violation on any subsequent occasion.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof on this 30th day of September, 2017.

**BOARD OF TRUSTEES OF THE  
CAPE COD LIGHTHOUSE CHARTER SCHOOL**

By: \_\_\_\_\_  
Carol Olson  
Its Chair

\_\_\_\_\_  
Paul Niles  
Executive Director

