

_____ **CHARTER SCHOOL**
_____, _____, **MASSACHUSETTS**

HEAD OF SCHOOL AGREEMENT

This Agreement ("Agreement") is made as of this ____ day of _____, 20__, by and between the _____ Charter School (hereinafter interchangeably the "School" or "Employer"), and _____, Head of School (hereinafter the "Employee"), (each a "Party", together the "Parties").

WITNESSETH:

WHEREAS, the Employer desires to retain a Head of School for the purposes and duties stated below; and

WHEREAS, the Employee seeks employment as a Head of School.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to the following:

1. Term and Scope of Employment.

This Agreement sets forth the terms, conditions, obligations and benefits of employment by and between the School and the Employee and incorporates the School's current Employee Handbook to the extent applicable.

Employer agrees to employ Employee and Employee agrees to be employed by Employer for a period of five years commencing on July 1, 20__ and ending on June 30, 20__ ("Contract Term") , to deliver professional management and education administration services in the position of Head of School.

Employer shall advise Employee of its intent to renew, extend, renegotiate, or terminate this agreement prior to the end of the Contract Term at its earliest convenience but no later than June 30, 20__.

2. Specific Duties and Responsibilities.

This Head of School role at the School is one that leads and oversees in several diverse areas which may include but is not limited to:

- Ensuring mission focus and strategic alignment.
- Leadership and oversight of academic and all related school programs.
- Hiring and supervision of all faculty and staff,
- Recruitment and enrollment of students.
- Financial health of a multi-million-dollar organization.

- Management and planning for facilities and property.
- Development and fundraising.
- Collaboration with the Board of Trustees.
- Collaboration with the _____ .
- Collaboration with _____ Community Association
- Ensure compliance with Massachusetts General Laws where applicable to the School Performance in accordance with the School's Governance Policy. Meet all requirements placed on the School by the Commonwealth of Massachusetts.
- Ensuring overall parent satisfaction with the day to day program.

3. Working Facilities.

Employee shall be provided with an office, administrative and other support, technical assistance, and such other facilities and services customarily available in the industry to executives holding similar position and status to that of Employee.

4. Employee Benefits.

Employer agrees to provide to Employee the following benefits:

- Health, Dental and Disability Insurance with employee contribution as provided for all employees of the School.
- Vacation time; approximately seven (7) weeks paid vacation which is to coincide with and is based upon school breaks (not accrued) as afforded full-time 12-month exempt employees of the school.
- Personal/Sick time; five (5) days accrued to a maximum of the number of days needed for the short-term disability insurance coverage to begin.

Employer agrees these benefits will continue over the course of this Agreement, commensurate with increases in salary (if any), and consistent with those benefits afforded to all other full-time employees at the School.

5. Liability Coverage.

Employer will maintain standard directors and officer's liability insurance coverage in a reasonable amount of no less than One Million (\$1,000,000.00) Dollars to indemnify Employee from any claims made against him in his capacity as Head of School.

6. Professional Development.

Employee shall prepare and submit annually, a plan for his professional development. Employer will authorize Employee to attend such management-related courses, national, regional and local conferences, and other professional development activities as shall relate to the performance of his duties and professional development. All tuition, travel, registration, meals, lodging, fees and all other reasonable and necessary expenses will be reimbursed by Employer. Such reimbursement shall be within the budget allowed for said professional development. All other expenses shall be subject to approval by the Board.

7. Board Relationship.

Employee shall be generally responsible to the Board of Trustees ("Board") of Employer and shall meet with the Chief Governance Officer of the Board as the needs of the Employer dictate and shall attend Board meetings as the Board deems necessary.

8. Professional Subscription and Dues.

Employer agrees to reimburse Employee for reasonable fees for professional journals and dues for professional organizations related to the performance of his duties and responsibilities under this Agreement. Any such journals will remain the property of Employer.

9. Expenses.

Employer agrees to reimburse Employee for all out-of-pocket expenses, including but not limited to food, travel and lodging, incurred in the course of all Employer-related business, whether in state or out of state.

10. Retirement.

The Head of School is qualified for the Massachusetts Teachers Retirement System (MTRS) and Employer will make all contributions and file all necessary documentation on behalf of the Employee.

11. Consultation.

Notwithstanding anything in this Agreement to the contrary, the Employee retains the right to render consulting and teaching services to other organizations. Any and all fees for such consulting and teaching shall belong to the Employee. Any consultation or teaching services rendered within normal working hours or taking more than ten (10) hours per week shall be subject to prior approval by the Board, which shall not be unreasonably withheld.

12. Compensation.

Employee shall be paid an initial annual salary of _____ (\$ _____) Dollars plus the benefits package described above. The Employee shall be paid an increased salary in years two and three of this Agreement which shall be based upon an increase in the New England Consumer Price Index (CPI) as described by the bureau of Labor Statistics <https://www.bls.gov/regions/new-england/data/xg-tables/ro1xg01.htm> or a similar CPI mutually agreed to by the Chief Governance Office and the Chief Operations Officer. An assessment of annual performance will be based upon Governance Policy.

13. Termination.

13.1 Termination by Employer.

Employer shall, after a majority vote of the Board of Trustees, have the right to terminate this Agreement under any of the following circumstances: (a) Gross dereliction of duties, engagement in acts detrimental to student care or safety; or severe disruption or detriment to School operations by the Employee; (b) The conviction of Employee of a felony or a crime involving moral turpitude, including, but not limited to, any

state or federal anti-fraud and abuse statute; (c) Gross professional negligence by Employee; (d) Death or total disability of Employee. (e) Poor performance which shall be defined as an inability to meet the specific duties and responsibilities outlined in paragraph 2 of this Agreement.

Employee shall be afforded an opportunity to be heard prior to termination at a meeting of the Board of Trustees which shall be held in compliance with M.G.L. c. 30A §§18-25 (hereinafter the "Open Meeting Law").

13.2 Termination by Employee.

Employee shall have the right to terminate this Agreement for any reason, with or without cause, with sixty (60) days written notice to Employer.

13.3 Termination by Employer in the Event of a Change of Control.

Notwithstanding any other provision of the Agreement to the contrary, if the Employer terminates the Employee within six (6) months of a Change of Control of the Employer as defined in this subparagraph, Employer shall continue Employee's then-current compensation, including salary and employee benefits, for a period of six (6) months, and pay Employee a lump sum representing the total value, including salary and employee benefits, of twelve (12) months of Employer's compensation. For purposes of this Agreement, "Change of Control" means any one of the following: (a) A liquidation or dissolution of the Employer; (b) The disposition of all or substantially all of the assets of the Employer; (c) Any merger or consolidation of the Employer with, or any acquisition of the Employer by, any other person or entity. (d) Non-renewal of the school's charter by the Massachusetts Department of Education. If notice under this paragraph is not given within six months of a change of control the employee shall remain under Agreement for the term and compensation specified in paragraphs 1 and 12.

13.4 Effect of Termination.

Upon termination of this Agreement as provided herein, neither party shall have any further obligation hereunder except for (a) obligations, promises or covenants contained herein that expressly extend beyond the term of this Agreement or which necessitate acts or omissions to occur beyond the term of this Agreement; and (b) obligations accruing prior to the date of termination.

14. Waiver and Amendment.

Amendments or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Agreement may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

15. No Solicitation of Our Employees.

The Employee agrees that he will not at any time during the term of Employment and for one (1) year thereafter, by himself or through any intermediary or third party, solicit, induce, or attempt to solicit or induce, any employee to leave the School's employment or to render services to any third party.

16. Injunctive Relief.

The Employee acknowledges that a breach or threatened breach of the terms stated in paragraph 15 of this Agreement would cause irreparable harm to the School and that the amount and character of such damage would be difficult to ascertain. Therefore, to prevent any such breach or threatened breach and in addition to other remedies to which we would be entitled at law or in equity, the Employee agrees that the School would be entitled to immediate, temporary, preliminary and permanent injunctive relief through appropriate legal actions in any court with jurisdiction, without proof of actual damages. The Employee expressly agrees that the School would not be required to post any bond or other security for obtaining said injunctive relief.

17. Forum and Choice of Law.

This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

18. Notices.

Any notice permitted or required under the provisions of this Agreement to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Employee shall be deemed sufficient if sent to the Employee's then current address specified in the Employee file and to the Employer by being sent to the _____ Charter School, Attention Chief Governance Officer of the Board, _____, _____, Massachusetts.

19. Complete Agreement.

This instrument, together with its endorsed supplements, and the other components of the Agreement documents, constitutes the entire Agreement between the parties, with no agreements other than those incorporated herein.

20. Counsel.

Parties executing this Agreement have had the opportunity to consult with counsel of their choice as to this matter.

21. Recusal.

Where the Employee's spouse is also an employee of the School, the Employee agrees to recuse himself from any votes, discussions or consults regarding his spouse and to defer any related matters to the Dean of Faculty.

22. Conflict.

In the event of a conflict between this Agreement and any Federal or State law or requirement of the Massachusetts Department of Education, said law or requirement shall govern.

IN WITNESS WHEREOF the parties have hereto and to one other identical instrument set forth their hands the day and year first above written.

_____ CHARTER SCHOOL

EMPLOYEE

By:

By:

Name: _____

Name: _____

Chief Governance Officer
Board of Trustees

Head of School