

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL
10 New Bond Street Worcester, MA 01606
Phone: (508) 854-8400 Fax: (508) 854-8484
www.akfcs.org

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL
AMENDMENT TO EXECUTIVE ADMINISTRATION AGREEMENT
2016-2017 Academic Year

Reference is hereby made to an Agreement titled "EXECUTIVE ADMINISTRATION AGREEMENT" made on the **1st day of May, 2015** by and between AKFCPS hereinafter called the "School" and [REDACTED] hereinafter called the "Administrator".

BY AGREEMENT OF THE PARTIES and consideration of the Administrator's previously negotiated Compensation, the above referenced contract is amended as follows:

1. Compensation as set forth in section 3 is amended to \$123,291.05 effective 8/1/2016 in accordance with the annual increase approved by the Board of Trustees. In all other respects said Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this contract.

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

By:



Executive Director

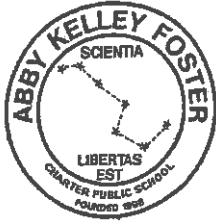
6-29-16
Date of Execution

7-19-16
Date of Execution



Administrator - [REDACTED]

This offer will remain open for fourteen (14) calendar days from the date of this agreement. Please sign the above acknowledgement and acceptance and return within fourteen (14) calendar days in a sealed envelope to the Executive Director. Please keep the other copy for your records.



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EXECUTIVE ADMINISTRATION AGREEMENT

2015-2016

2016-2017

AGREEMENT made this **1st day of May, 2015** by and between AKFCPS, hereinafter called the "School" and [REDACTED] hereinafter called the "Administrator".

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Term of Employment.** The School shall employ the Administrator for the 2015-2016 and 2016-2017 academic years, beginning on **August 1, 2015** and ending **July 31, 2017** under the terms and conditions set forth below.
- 2. Duties.** During the Term of Employment, the Administrator shall perform, in a professional and competent manner, such duties as are required by the position of **Principal- Elementary School**, as well as such other tasks as may be assigned by the Executive Director or his/her designee. The Administrators assigned department may be changed during the term of this Agreement if deemed necessary by the Executive Director or his/her designees. It is understood and Administrator agrees to perform his/her duties in a professional and competent manner, the Administrator will act as a positive influence on fellow workers and students and that Administrator will comply with the rules, policies and procedures established by the Executive Director and the Board of Trustees relative to the conduct of the school, faculty and staff which are promulgated from time to time, including, but not limited to the Employee Guidelines. The administrator acknowledges that in the course of his/her employment, Administrator will have access to and become aware of confidential student/parent/school information. Administrator agrees to maintain such information in confidence and not to use or disclose any such information except for the legitimate business purposes of the School. The School reserves the right to modify the application of rules, policies and procedures and to revise, supplement or rescind any of its rules, policies or procedures at any time, and without advance notice.
- 3. Compensation.** During the Term of Employment, the School agrees to pay the Administrator a bi-weekly salary of **\$4,671.89 (annualized \$121,469.02)** less all lawful withholdings and deductions. This salary will be paid biweekly beginning on August 7, 2015. Commencing with the 2016-2017 school year, the Administrator shall receive the same percentage increase as offered to the other staff, effective with the first pay date in August, 2016.
- 4. Other Benefits.** In addition to the Compensation described above, the Administrator will be entitled to participate in all fringe benefits available as outlined in the Employee Guidelines and subject to the eligibility requirements for each benefit as set forth therein and in plan documents, to the extent such benefits are not inconsistent with the provisions of this Agreement. Benefits must be elected within thirty [30] days after the contract start date. If the Administrator is already receiving benefits from the School, such benefits shall remain unchanged unless the Administrator requests modifications. To elect or modify benefits, the Administrator must contact Human Resources at x3615 for an appointment. The school reserves the right to revise, supplement or rescind any of its benefits at any time, without advance notice.

The Administrator shall receive 6 weeks (30 days) of paid vacation time each year. Vacation time shall accrue at the rate of 2.5 days per month worked. No more than four (4) weeks of vacation may be used during the period of summer breaks as designated in the school calendar.

- 5. Expiration of Contract and Renewal.** It is mutually agreed that the parties have no agreement, express or implied, beyond the final date of the Term of Employment. There are no restrictions on either party's right for any reason to choose to seek or refuse to seek another contract with the other party after the date of expiration of this Contract. It is expressly understood that Administrator evaluations do not guarantee that the School will or will not make an offer of a renewal contract.

It is further mutually understood that, should the School intend to offer a renewal contract to the Administrator to begin after the expiration of this Contract, the School will notify the Administrator of this offer and provide a new agreement governing the employment relationship between the parties. If the Administrator is thus notified of the School's offer to execute a renewal contract, to begin after the expiration of this Contract, the Administrator will notify the School of the decision to

accept the offer of such Contract within two weeks or such other date as stated in the renewal contract. The Administrator is under no obligation to accept the offer of a renewal contract.

The Administrator acknowledges that if the Administrator accepts this contract and thereafter wishes to terminate it, it may be difficult or impossible for the School to find a suitable replacement. Therefore, the parties agree that this contract may be terminated only by mutual consent or as otherwise provided for in paragraph 7 below.

6. Removal and Other Disciplinary Action. The Executive Director or his/her designee may remove any Administrator from the Administrator's regular duties and/or take such other disciplinary action as shall be in the Executive Directors' sole judgment in the best interest of the School, including but not limited to removing the Administrator from the School premises.
7. Termination. The School may terminate the Administrators employment at any time during the Term of Employment as follows:
 - (a) The Executive Director or his/her designee may terminate the Administrator's employment for cause at any time; provided, however, cause shall not apply if the Administrator is released for lack of funds, lack of work, for which purposes the Administrator shall be considered an employee at-will.
 - (b) This Contract and the Administrators employment may be terminated at any time by mutual consent of the parties. This section 7 shall survive the termination of the Contract. Termination of the Administrator s employment shall terminate this Contract.
8. CORI check, right to work in the US, and other verifications. This Contract is contingent upon the clearance of:
 - a) A background check [including both Criminal Offender Record Information (CORI) check and fingerprint-based state and national background checks];
 - b) Verification of references;
 - c) Verification of state certification requirements where applicable;
 - d) Proof of the Administrator's right to work in the United States [completion of US I-9 form], which must be provided, by law, within three days of your start date. Pursuant to MGL Chapter 71 Section 89, Massachusetts Charter School Teachers must be certified or pass the appropriate Massachusetts Test for Educator's Licensure (MTEL) within the first year of employment.
9. Entire Agreement. This Contract contains the entire agreement and understanding between the School and the Administrator with respect to the subject matter contained herein. It supersedes any other agreements between the parties and it may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

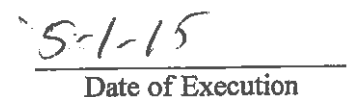
ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

By:


AKFCPS Executive Director




Date of Execution


Date of Execution

Please return one signed copy within two weeks from the date of agreement and return to the Executive Director.
Please keep the other copy for your records.