

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 July, 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 \$ [REDACTED] effective 7/1/2016 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:

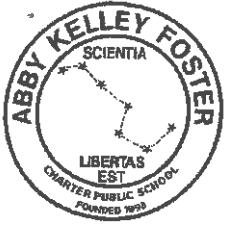
  
Chair, Board of Trustees

6-29-16  
Date of Execution

  
Administrator - [REDACTED]

6-29-16  
Date of Execution

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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ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL  
EXECUTIVE DIRECTOR AGREEMENT  
2015-2016  
2016-2017

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

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term of Employment.** The School shall employ the Executive Director for the 2015-2016 and 2016-2017 academic years, beginning on **July 1, 2015 and ending June 30, 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 Executive Director as well as such other tasks as may be assigned by the Chairman of the Board of Trustees and/or his/her designee. The Executive Director's assigned department may be changed during the term of this Agreement if deemed necessary by the Chairman of the Board of Trustees and/or his/her designee. It is understood the Executive Director agrees to perform his/her duties in a professional and competent manner. The Executive Director will act as a positive influence on fellow workers and students and 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 and Handbook. The administrator acknowledges that in the course of his/her employment, the Executive Director will have access to and become aware of confidential student/parent/school information. The Executive Director 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. The Executive Director further agrees that during the term of employment he/she will devote his/her full time and best efforts to the duties of the position of Executive Director, and will not accept any other employment of any kinds, without the prior written consent of the Chairman of the Board of Trustees.
3. **Compensation.** During the Term of Employment, the School agrees to pay the Executive Director an annual salary of \$135,000 less all lawful withholdings and deductions. This salary will be paid in 26 biweekly installments beginning on July 10, 2015. Commencing with the 2016-2017 school year, the Executive Director shall receive the same percentage increase as offered to the other staff, with the approval of the Board of Trustees, effective with the first pay date in July 2016.
4. **Other Benefits.** In addition to the Compensation described above, the Executive Director 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 Executive Director is already receiving benefits from the School, such benefits shall remain unchanged unless the Executive Director requests modifications. To elect or modify benefits, the Executive Director must contact Human Resources at x3631 for an appointment. The school reserves the right to revise, supplement, or rescind any of its benefits at any time, without advance notice.

The Executive Director 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. The Executive Director may rollover a maximum of 15 unused vacation days each year. Upon expiration of this contract, any unused rollover days will be paid out.

The Executive Director will receive a professional development allowance of up to \$5,000 per year from July 1 to June 30.

The Executive Director will receive a cell phone allowance of \$75.00 per month with proper documentation.

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 Executive Director evaluations do not guarantee that the School will or will not make an offer of a renewal contract.

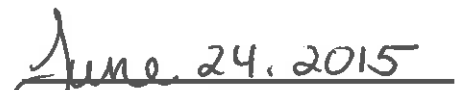
It is further mutually understood that, should the School intend to offer a renewal contract to the Executive Director to begin after the expiration of this Contract, the School will notify the Executive Director of this offer and provide a new agreement governing the employment relationship between the parties. If the Executive Director is thus notified of the School's offer to execute a renewal contract, to begin after the expiration of this Contract, the Executive Director 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 Executive Director is under no obligation to accept the offer of a renewal contract, however, as a professional courtesy, the Board of Trustees would appreciate no less than a six (6) month notice of intentional of non-renewal in order to execute a search for a replacement in a reasonable period of time.

The Executive Director acknowledges that if the Executive Director 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 Chairman of the Board of Trustees or his/her designee may remove the Executive Director from the Executive Director's regular duties and/or take such other disciplinary action as shall be in the Chairman of the Board of Trustees sole judgment in the best interest of the School, including but not limited to removing The Executive Director from the School premises.
7. Termination. The Board of Trustees may terminate the Executive Director's employment at any time during the Term of Employment as follows:
  - (a) The Chairman of the Board of Trustees or his/her designee may terminate the Executive Director'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 Executive Director shall be considered an employee at-will.
  - (b) This Contract and the Executive Director's employment may be terminated at any time by mutual consent of the parties. This section 7 shall survive the termination of the Contract.
  - (c) Termination of the Executive Director'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 as well as a credit check];
  - b) Verification of references;
  - c) Verification of state certification requirements where applicable;
  - d) Proof of the Executive Director'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 on behalf of ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

  
Chairman of the Board of Trustees

  
Date of Execution

  
Executive Director

  
Date of Execution