FOXBOROUGH REGIONAL CHARTER SCHOOL EMPLOYMENT AGREEMENT FRCS: Principal

THIS AGREEMENT is made this 1st day of July 2017, between the Foxborough Regional Charter School, hereinafter referred to as the "School" and the school hereinafter referred to as the "employee".

INCONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

- 1. EMPLOYMENT and so is employed as the Principal for the control of the position of FRCS accepts employment subject to the terms and conditions hereinafter provided. The position of FRCS Principal reports directly to the Deputy Director of the School.
- 3. COMPENSATION The Principal's annual salary for the 2017-2018 school year, effective July 1, 2017 will be \$95,000. The Principal shall be eligible for a salary increase for the 2018-2019 school year based upon the results of his/her performance review. Said increase shall not exceed \$5,000. The Principal shall be eligible for a salary increase for the 2019-2020 school year based upon the results of his/her performance review. Said in crease shall not exceed an additional \$3,000 above his/her salary for the 2018-2019 school year.

July 1, 2017 -June 30, 2018 – \$95,000 July 1, 2018 -June 30, 2019 – \$100,000 (pending performance) July 1, 2019 -June 30, 2020 – \$103,000 (pending performance)

- **4. RETIREMENT** All full-time School employees are required to participate in and contribute to the Massachusetts Teachers Retirement System. The employee shall likewise participate in and contribute to said System. The employee may also, at her/his request, contribute, through salary deductions, a fixed percentage or given amount of her/his salary, to a tax-deferred Supplemental Retirement plan.
- 5. FRINGE BENEFITS MEDICAL, HOSPITAL, AND LIFE INSURANCE The employee shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the School to other employees employed by the School, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.
- 6. VACATION—The employee shall receive each contract year twenty (20) working days of vacation, which shall be credited on the first day of each contract year, to be taken in the year in which it is earned. A maximum of five (5) vacation days may be carried over into the following contract year. Vacation days should be taken when school is not in session and require the advance approval of the Deputy Director. When there is mutual agreement between the employee and the Deputy Director, a limited number of vacation days may be taken when school is in session. In the event that this Agreement is terminated for any reason prior to its expiration date, the employee's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. In addition to said vacation days, the employee shall be entitled to leave with pay on each holiday recognized by The Commonwealth of Massachusetts or the School.

- 7. SICK LEAVE—The employee shall be entitled annually to twelve (12) days of sick leave with pay to be used when s/he is incapacitated for the performance of her/his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term.
- **8.** PERSONAL LEAVE The employee shall be entitled annually to three (3) days of personal leave with pay. Personal leave which is not used shall not accumulate and shall not be available for use in succeeding years of the term.
- 9. PROFESSIONAL DEVELOPMENT The employee shall be entitled to Professional Development days in order to attend conferences, workshops, courses, and training programs which directly relate to her/his position as Principal.
- 10. REIMBURSEMENT FOR COURSES AND PROFESSIONAL DEVELOPMENT OPPORTUNITIES The employee shall be reimbursed in an amount, to be determined by the Deputy Director and approved by the Executive Director, for courses taken by her/him in the furtherance of her/his education. Provided, however, that her/his attendance at such courses shall have been approved in advance by the Deputy Director.

If the employee voluntarily leaves the school during the term of this contract, or is discharged for inefficiency, conduct unbecoming the FREE Principal. Principal, insubordination, or other good cause any time prior to the fulfillment of the above commitment, <u>s/he</u> will pay the School a lump sum of the total cost of the program paid by the School or an amount and in such payments as agreed upon by the employee and the Deputy Director. The employee agrees and directs the School to deduct from any and all compensation due her/him the lump sum payment or agreed upon plan for the total cost of the program paid by the School should should s/he leave as previously discussed.

The employee shall submit to the School at the end of each semester, written verification of the satisfactory completion of the course(s). For coursework where grades are given, satisfactory completion is defined as receiving a grade of B or better for the course.

- 11. REIMBURSEMENT OF EXPENSES The School shall reimburse, with prior approval of the Deputy Director, the employee for all reasonable out-of-state travel expenses incurred in the performance of her/his duties, including transportation costs, lodging, meals and conference fees. In certain circumstances, the School may pay up front the reasonable expenses required for the performance of her/his duties, subject to the prior approval of the Deputy Director. The School shall pay, with the approval of the Deputy Director, the employee's dues for membership in organizations that further the goals of the School.
- 12. PERFORMANCE EVALUATION—The Deputy Director shall evaluate the performance of the employee in writing at least once each year, according to the specific job description of the annual goals developed collaboratively between the Deputy Director and the evaluation shall be conducted utilizing the school's Administrative Leadership Evaluation Form. The Executive Director, Deputy Director, and other administrative personnel may collaboratively develop a revised Administrative Leadership Evaluation Form which serves to support the school's goals and the individual goals and growth plans of the school administrators. If said evaluative form is revised, it shall be provided to the employee prior to the beginning of the school year in which the evaluative tool shall be used.
- **13. TERMINATION**—The employee shall be subject to discharge for just cause, but the Deputy Director shall not arbitrarily and capriciously dismiss her/him. The Deputy Director may terminate this agreement at any time prior to the expiration date of this agreement after giving ninety (90) calendar days written notice. The Deputy Director may, with the approval of the Executive Director and the Board of Trustees, choose to pay the

employee for said 90 days and make said termination immediate. The Deputy Director may immediately terminate this agreement at any time prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency, incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency incapacity, conduct unbecoming the prior to the expiration of this Agreement for inefficiency incapacity, conduct unbecoming the prior to the expiration of the expiration of

- 14. MEDICAL EXAMINATION The employee shall supply the Deputy Director within 90 days of the effective date of this Agreement, a report made by a registered physician relative to his ability to perform the essential functions of the job of Principal.
- 15. ENTIRE AGREEMENT—This Agreement embodies the entire Agreement between the School and the employee and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other that those contained herein. The Agreement may not be changed except in writing signed by the party against whom enforcement thereof is sought.
- **16.** VALIDITY—If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 1st day of July, 2017.

