

**FOXBOROUGH REGIONAL CHARTER SCHOOL
EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR**

This agreement is made this 30th day of April 2021, between the Board of Trustees of Foxborough Regional Charter School, hereinafter referred to as the "Board" and [REDACTED] hereinafter referred to as the "Executive Director".

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

1. EMPLOYMENT [REDACTED] is employed as the Executive Director of Foxborough Regional Charter School (FRCS), and he hereby accepts employment as the Executive Director, subject to the terms and conditions hereinafter provided.

2. TERM - The Executive Director shall be employed for the period commencing **July 1, 2021** and ending **June 30, 2024**. For purposes of this agreement, the anniversary date shall be **July 1** of each year.

3. COMPENSATION- The Executive Director shall be paid, in consideration of the faithful, diligent and competent performances of his duties and responsibilities as Executive Director, an annual salary of [REDACTED] effective **July 1, 2021**.

July 1, 2022 - June 30, 2023 - To be determined by annual evaluation

July 1, 2022 - June 30, 2024 - To be determined by annual evaluation

4. TERMINATION

A. The Executive Director shall be subject to termination pursuant to the following: The Board may terminate this agreement for cause so long as it does not do so arbitrarily or capriciously at any time prior to the expiration date of this agreement after giving ninety (90) calendar days written notice. The Board may, at its sole discretion, choose to pay the Executive Director for said 90 days and make said termination immediate. The Board reserves the right to immediately terminate this agreement at any time prior to the expiration of this agreement for inefficiency, incapacity, conduct unbecoming an Executive Director, insubordination, or other just cause.

B. In the event that the Executive Director desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least ninety (90) calendar days written notice of his intention to the Board or such other notice as is mutually agreed to by the parties in writing. The Board may, at its sole discretion, choose to pay the Executive Director for said 90 days and make the termination immediate.

5. MEDICAL EXAMINATION-The Executive Director shall supply the Board within 30 days of the effective date of this Contract, a report made by a registered

physician relative to his ability to perform the essential functions of the job of Executive Director. The cost of said examination beyond the amount paid by insurance will be paid by FRCS.

6. FRINGE BENEFITS - MEDICAL, HOSPITAL AND LIFE INSURANCE - The Executive Director shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the Board to other employees employed by the FRCS, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees with the exception that 100% of health care and dental premiums and up to \$1,500 per year for the Executive Director's life insurance policies will be paid by FRCS.

7. TAX-SHELTERED ANNUITY - The Executive Director shall be entitled to participate in a tax-sheltered annuity (403b) of his choice in accordance with the applicable provisions of the Internal Revenue Service Code. FRCS shall annually make a contribution to said annuity in the amount of 10% of the Executive Director's annual salary.

8. VACATION - The Executive Director shall receive each contract year twenty-five (25) 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 to be taken in the following contract year. The Executive Director may be compensated for up to five (5) unused vacation days at the end of each calendar year. Vacation days must be taken when school is not in session and require the advanced approval of the Board Chair. When there is mutual agreement between the Executive Director and the Board Chair, a very limited number of vacation days may be taken when school is in session. In the event that this Contract is terminated for any reason prior to its expiration date, the Executive Director'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 Executive Director shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Board.

9. SICK LEAVE - The Executive Director shall be entitled annually to twelve (12) days of sick leave with pay to be used when he is incapacitated for the performance of his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of this contract term. The Executive Director may be granted, at the discretion of the Board Chair, sick leave in excess of the amount which has accrued to his credit.

10. PERSONAL LEAVE - The Executive Director shall be entitled annually to three (3) days of personal leave with pay. Personal leave shall not accumulate nor be available for use in succeeding years.

11. PROFESSIONAL DEVELOPMENT/OUTREACH - The Executive Director shall be entitled to Professional Development days in order to attend conferences, workshops, courses, and training programs which directly relate to his position as Executive Director, subject to the Board Chair's approval.

12. OTHER WORK - The Executive Director shall be entitled to teach, lecture, consult, serve on boards, or conduct other similar services so long as it does not interfere with his job as Executive Director of FRCS.

13. REIMBURSEMENT FOR COURSES- The Executive Director shall be reimbursed in an amount, to be determined at the sole discretion of the Board, for courses taken by him in the furtherance of his education. Attendance at such courses shall have been approved in advance by the Board Chair.

FRCS shall be responsible for payment in full at the beginning of each semester upon receipt of the University invoice provided to FRCS by the Executive Director. The Executive Director shall submit to FRCS 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.

14. REIMBURSEMENT OF EXPENSES

A. Travel Allowance - The Board agrees to pay the flat sum of [REDACTED] per month to the Executive Director for travel within the Commonwealth of Massachusetts. Said sum shall be as reimbursement to the Director for travel expenses incurred and paid by him, such as mileage, tolls and public transportation costs.

B. Out-of-State Travel and Other Expenses - The Board shall reimburse, with prior approval of the Board Chair, the Executive Director for all reasonable out-of-state travel expenses incurred in the performance of his duties under this Section, including transportation costs, lodging, meals and conference fees.

C. Professional Memberships-FRCS shall pay, with the approval of the Board Chair, the Executive Director's dues for membership in organizations that further the goals of the FRCS.

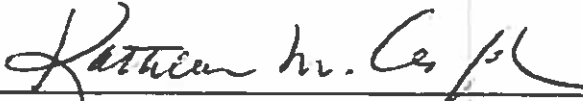
15. PERFORMANCE EVALUATION- The Board shall evaluate the performance of the Executive Director in writing at least once a year during his work year.

16. PROFESSIONAL LIABILITY - Foxborough Regional Charter School agrees that it shall defend, hold harmless and indemnify the Executive Director from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity, or in his official capacity as agent and employee of FRCS, provided the incident arose while the Executive Director was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Executive Director to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as the Executive Director and will reimburse him for any portion of such expense and judgments not covered by insurance.

17. ENTIRE AGREEMENT - This Contract embodies the entire Agreement between the Board and the Executive Director and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing signed by the party against whom enforcement thereof is sought.

18. **VALIDITY** - This Agreement shall be governed by the Laws of the Commonwealth of Massachusetts and shall be construed in accordance therewith. If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, 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 30th day of April 2021.

Signature: 
Kathleen M. Crawford, Chair, FRCS Board of Trustees

Signature: 
