

MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL
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**CONTRACT OF EMPLOYMENT
BETWEEN
THE MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL
AND
Mr. X
FOR THE POSITION OF
ASSISTANT HEAD OF SCHOOL**

Mr. X (hereinafter referred to as “Mr. X” or “the Assistant Head”) and the Marblehead Community Charter Public School (hereinafter referred to as the “School”), acting by and through its Head of School, _____ (hereinafter referred to as “the Head of School”), enter into this Contract of Employment for the full-time position of Assistant Head of School.

In consideration of the promises contained herein, the parties hereby agree as follows:

1. **Employment:** The School agrees to employ Mr. X to serve as Assistant Head of School, effective July 1, 2016, and Mr. X hereby accepts such employment on the following terms and conditions.
2. **Term of Employment:** The term of this Contract shall commence on July 1, 2016 and shall end on June 30, 2018.
3. **Duties and Responsibilities:** Mr. X shall serve as Assistant Head of School and shall perform, to the best of his abilities, the duties and responsibilities set forth in the Faculty/Staff Handbook for an employee at the School. Mr. X shall serve as Assistant Head of School and shall perform, to the best of his abilities, the duties and responsibilities normally ascribed to the position of Assistant Head and such other duties as are assigned by the Head of School. Mr. X shall know and comply with the general educational and personnel policies of the school as amended from time to time.
4. **Work Year:** Mr. X will work fulltime for the twelve-month period commencing July 1. Such work days shall include all days when school is scheduled to be in session and such other days as the Head of School may schedule or the job otherwise may require.
5. **Work Day:** The regular workday shall consist of at least 8 hours, which shall include the hours of the normal school day and such other times as the Head of School may schedule. The Assistant Head shall be expected to perform, without additional compensation, the duties of the job as may be required in the mornings, evenings, or otherwise outside of the regular work day.

6. **Compensation:** The Assistant Head shall be paid a salary at the rate of \$ _____ per year for the twelve-month period commencing July 1, 2016. Compensation shall be paid twice a month at \$ _____ per pay period, with the first payment to be made July 15, 2017, and with successive payments on the 15th and last business day of each month. The value of this contract will increase by at least 1.5% for the second year. In instances where there is a loss of pay resulting from absence from work, the daily pay rate for deductions shall be 1/215th of the Assistant Head's annual salary for the year in which the loss occurs.

7. **Fringe Benefits:**
 - 7.1. Medical Insurance. The Assistant Head shall be entitled to purchase medical insurance under the terms of a plan offered by a state certified medical insurance carrier selected by the School. The School shall pay 75% of the premium cost of such medical insurance, and the Assistant Head shall pay 25% of the premium cost of such medical insurance. There is no cash equivalent if the Assistant Head declines this benefit.

 - 7.2. Short- and Long-Term Disability Insurance. The Assistant Head shall be enrolled in, and covered by, the School's short- and long-term disability program, in accordance with the policies of the School.

 - 7.3. Holidays. The Assistant Head shall be entitled to all holidays as currently are, or in the future may be, recognized by the School and made available to other administrative staff in the School.

 - 7.4. Vacation Days. The Assistant Head shall be entitled to twenty (20) paid vacation days during the contract year, for use during the work year in which they are granted. Vacation days are in addition to the paid holidays specified above. Vacation days must be scheduled in advance with the approval of the Head of School. To the extent possible, vacation days shall be taken only when school is not in session, however up to five days may be taken when school is in session. Unused vacation days may neither be carried forward into the next contract year nor anticipated before the start of the contract year, nor will extra compensation be paid for unused vacation days.

 - 7.5. The Assistant Head shall be a member of the Massachusetts Teachers' Retirement System. His participation in any additional retirement and/or tax-sheltered annuity programs offered by the School shall be at his discretion.

 - 7.6. Leave taken under this Contract shall be credited against leave that is or may be available under the Federal Family and Medical Leave Act and the Massachusetts Small Necessities Act.

8. **Educator License:** Mr. X shall maintain throughout the term of this contract, and any extension thereto, a valid and appropriate educator's license qualifying him for the position

in which he is serving, as required by the Massachusetts Department of Elementary and Secondary Education.

9. **Evaluation:** The Assistant Head shall be evaluated periodically, but not less than annually, by the Head of School. The Assistant Head and the Head of School shall meet to discuss this evaluation, and the Assistant Head shall have the right to prepare a response to the evaluation report, which response shall be placed in the Assistant Head's personnel file and maintained with the evaluation report.
10. **Complaints:** The Head of School shall promptly refer to the Assistant Head for his study and recommendation suggestions and/or criticisms brought to her attention that the Head of School believes that the Assistant Head should address. The Assistant Head shall investigate and consider the same and respond thereon to the Head of School.

11. **Termination of Contract:**

- 11.1. Termination by the Assistant Head: In the event that the Assistant Head wishes to terminate this Contract before the term of service has expired, he shall give the Head of School at least sixty (60) days written notice of his intention to do so.
- 11.2. Dismissal, Demotion or Suspension: The Head of School may suspend, demote and/or dismiss the Assistant Head for good cause; provided that the Assistant Head has been informed of the cause(s) for the proposed suspension, demotion or dismissal and has been given an opportunity to meet with the Head of School prior to the implementation of the disciplinary action.

As used in this Contract, the term "good cause" shall mean any ground that is put forth by the Head of School in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school, and may include, but is not limited to, inadequate performance, incompetence, incapacity, insubordination and misconduct including off-duty behavior that detracts from the position of Assistant Head as a community leader.

- 11.3. Layoff: Nothing in this Contract shall bar the School or the Head of School from implementing a layoff based upon a reduction-in-force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization.
12. **Grievance:** Any complaint or grievance by the Assistant Head concerning the terms and conditions of his employment shall first be pursued in a timely manner through the School's applicable internal complaint/grievance procedures, as amended from time to time. In the event that any dispute or disagreement regarding any aspect of the Assistant Head's employment is not resolved via the internal complaint/grievance procedure, both parties agree to submit such dispute or disagreement to binding arbitration under the rules of the

American Arbitration Association or other mutually agreed upon alternative dispute resolution service in the Commonwealth of Massachusetts.

13. **Entire Agreement:** This Contract sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the Contract. The parties acknowledge that neither of them has been influenced to enter into this Contract by, or has relied on, any representations not set forth in this Contract. This Contract may not be changed except in writing, executed by the Assistant Head and the Head of School.

14. **Governing Law and Separability of Provisions:** The validity and interpretation of this Contract shall be governed by the laws of the Commonwealth of Massachusetts. If a court of competent jurisdiction deems any provision of this Contract, or any application of this Contract to the Assistant Head, to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions and applications of this Contract shall continue in full force and effect.

The undersigned agree to the terms of this contract.

Mr. X

DATE

HEAD OF SCHOOL

DATE