



Date: March 31, 2021

TO: Michelle Paranto, Executive Director

FROM: Michelle Brennan, Board of Trustee Chair
Sizer School, a North Central Charter School Board of Trustees
Sizer School Foundation

SIZER SCHOOL CONTRACT OF EMPLOYMENT EXECUTIVE DIRECTOR

The purpose of this agreement is to outline the proposed terms of your employment as the Executive Director (the "Position") of Sizer School, a North Central Charter Essential School ("Sizer," "Employer" or the "School"). This Agreement is made effective July 1, 2021 and runs through June 30th, 2024 (the "Term") by and between the Board of Trustees of Sizer School, a Massachusetts charter school organized under G.L.c.71, §89 and other applicable laws of the Commonwealth of Massachusetts (the "Board,") and Michelle Paranto (the "Executive Director" or "ED").

The Executive Director will report directly to the School's Board of Trustees and will serve as an *ex officio* member of the Board of Trustees.

The Executive Director fulfills several critical roles for the School:

- Functions as the School's Chief Executive Officer responsible for ensuring that Sizer achieves its mission;
- Represents the school to the community;
- Ensures that the School is and remains a financially viable and sustainable organization;
- Oversees key financial and legal issues in the School;
- Collaborates with key staff and advisors toward achievement of Department of Elementary & Secondary Education (DESE) compliance;
- Holds authority and responsibility for all decisions in the day-to-day operations of the School; and,
- Oversees hiring, supervision, and termination of all School personnel with the exception of the Director of Finance & Business Services.

The ED shall faithfully and diligently perform the duties described in the job description, in accordance with the School's policies and procedures adopted by the Board. The School's ED shall also have the authority and the duties of a superintendent of schools under Massachusetts law as such laws apply to Charter Schools.

The Sizer School goals, Accountability Plan and Strategic Plan will be the basis for the ED's work priorities and performance. As such, the ED is responsible for:

- Achieving all School goals set annually in collaboration with the Board;



- Meeting all goals and objectives set forth in the School's Accountability Plan by established deadlines; and,
- Moving the School forward in the execution and realization of the School's Strategic Plan as set forth in collaboration with the Board.

TERM

The Executive Director's employment will continue from July 1, 2021 and run through June 30, 2024, with extension options available thereafter.

BASIS FOR PERFORMANCE EVALUATION

During the Term of this contract, the Executive Director will be evaluated annually by the Executive Committee of the Board as set forth in the Sizer School Executive Director Evaluation Process.

REMUNERATION

The ED will be paid a base salary at a full-time rate of \$142,800 for the first year of this contract. The ED will receive an increase annually in base salary, in a range from 2%-5% each year dependent on performance and/or budget availability. Compensation will be paid in semi-monthly installments for as long as this Agreement shall remain in effect.

In addition, the ED will receive:

- Reimbursement for all expenses reasonably incurred in the performance of the ED's duties and in accordance with School policies. Reimbursement will be made upon submittal of an Employee Reimbursement Request approved as provided for in School policy and state law.
- An annual budget of \$5,000 for professional development relative to the ED position and the needs of the School.
- Twenty-five (25) working days' vacation during each fiscal year over the Term of this contract. A maximum of ten (10) days may be carried into the next fiscal year.
- Paid sick time (10 days per fiscal year)
- Personal time (3 days per fiscal year)
- Professional leave (as agreed upon with the Board in advance)
- Bereavement time (3 days per fiscal year)
- The ED must let both the board chair and HR know when taking any of the above days
- Other employee benefits in the same manner and to the same extent as those provided to Sizer School staff under Sizer School policies.

At the conclusion of the ED's employment, the following terms will prevail:

- Payment for up to fifteen (15) actual accrued and unused vacation days, if any.
- No payment will be made for unused sick time, personal time or bereavement time.

The ED shall be a member of the Massachusetts Teachers' Retirement System as required by Massachusetts law.

TERMINATION



The Board may terminate this contract in writing at any time, with or without cause, such writing to provide the reasons for termination. The notice of termination will have an effective date as provided by the Board at its discretion as it deems in the best interest of the School. However, in the event that the ED is terminated during the Term without Cause (as defined below), then in exchange for a complete release of claims by the ED, the School will pay the ED severance compensation equal to six month's base salary, paid out over time in accordance with the School's normal payroll practices. The ED will be permitted to continue healthcare benefits during this six month period if desired, with the School continuing to pay its "employer share," at the rate such "employer share" is determined from time-to-time in the normal course of business.

For the purposes of this Agreement, "Cause" shall be deemed to exist upon a finding by Board of any of the following:

1. Executive Director's material failure(1) to perform any of the duties and/or responsibilities set forth herein;
2. Executive Director's engagement in conduct which is materially injurious to the School;
3. Executive Director's commission of a material breach of this Agreement or of any other agreement to which Executive Director and Employer are both parties;
4. The commission by the Executive Director of any crime which could impact her role as ED (other than routine traffic violations) for which the Executive Director is found guilty by a court.

(1)Material is herein defined as significant and substantial

RESIGNATION

The Executive Director may terminate this contract in writing at any time during the Term of this contract by submitting a Notice of Resignation to the Board Chairperson not less than 90 days prior to the desired effective date of such resignation.

REPRESENTATIONS AND WARRANTIES

The Executive Director hereby represents and warrants to the School that the execution of this Agreement by the ED, employment with the School and the performance of the ED's duties as set forth herein will not violate any agreement with any former employer, client, or other Person.

The School represents that it shall defend, hold harmless and indemnify the ED to the extent provided by Massachusetts law.

CONFIDENTIALITY

The Executive Director agrees not to disclose, either while employed by the School or following the termination of employment with the School, to any person or entity, or to use for the ED's own benefit or that of a subsequent employer, any confidential information concerning the conduct of the business affairs of Sizer School, including, but not limited to, operational records; marketing plans; financial information; names



or information of any sort pertaining to the School's donors or financial benefactors; and names, addresses, positions, salaries and other terms of employment of other employees.

The Executive Director acknowledges that all records, data, communications and other property of the School entrusted to, loaned to, or created by the ED during the Term of this Agreement are the Employer's property and the ED agrees to return to the School all such records, data, communications and other property of the School entrusted to, loaned to, or created by the ED in h/her possession immediately upon termination of employment.

Any change that is intended to modify, substantially augment, or diminish the scope or functions of the Executive Director position will require a written instrument executed by both Employer and Employee.

This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether written or oral, between the parties relating to such subject matter.

In the event any provision of this Agreement shall be deemed invalid, illegal or otherwise unenforceable, the validity, legality and enforcement of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

If you are in agreement with the terms and conditions set forth herein, please execute as noted in duplicate and return one original to the undersigned.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this 30 day of March, 2021.

Michelle A. Brennan

Michelle A. Brennan (Mar 30, 2021 09:31 EDT)

Michelle Brennan
Vice-Chair, Board of Trustees

Michelle Paranto

Michelle Paranto (Mar 30, 2021 08:01 EDT)

Michelle Paranto
Executive Director









Michelle's Contract

Final Audit Report

2021-03-30

Created:	2021-03-29
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"Michelle's Contract" History

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