

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT made this 2<sup>nd</sup> day of April, 2019 is between the River Valley Charter School (the School), acting through its Board of Trustees, and ~~CONFIDENTIAL~~ (the Director).

**WITNESSETH:**

WHEREAS, the School desires to employ the Director and Director desires to be employed by the School upon the terms and conditions contained herein:

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Employment Term:** The School agrees to employ the Director for a term commencing on July 1, 2019 and (subject to earlier termination as provided herein) continuing until June 30, 2022 (hereinafter called the "Employment Term"). This contract shall become effective at the beginning of this term and not earlier.
2. **Duties:** The Director shall hold the position of School Leader, as described by the Massachusetts Department of Elementary and Secondary Education (DESE). The Director agrees to carry out the educational policies established by the Board of Trustees of the School and act within the limits of the financial policy and budget set by that body. Within these guidelines, the Director shall have responsibility as detailed in the attached job description. Furthermore, the Director shall undertake all necessary actions to preserve and uphold the Charter granted to the School, specifically with reference to the details of the charter application upon which said Charter was granted, amendments to the Charter as approved by the DESE, the laws of the Commonwealth of Massachusetts, and the laws of the United States of America.
3. **Extent of Service:** Director shall devote his/her full time, attention, skills, and energy to the business of the School and to related activities that benefit the School as approved by the Board of Trustees.
4. **Salary:** For the first year of the Employment Term, the School agrees to pay Director a salary of ~~CONFIDENTIAL~~ per annum. After the first year, salary will be negotiated annually and with board oversight or approval, increased (or decreased) by a majority vote of the Board of Trustees. Such salary shall be payable in installments in accordance with the regular payroll policies of the School in effect from time to time during the Employment Term. The School will pay the employer portion of Federal and state payroll taxes (FICA; MEDICARE; FUTA/SUTA/DES) as required by law plus Worker's Compensation coverage.
5. **Termination:** (a) Death: This Agreement shall automatically terminate if Director dies during the Employment Term. The School shall pay to the estate of the Director any compensation accrued to the date of death. After such payment is made, all of the School's obligations and duties under this Agreement shall cease. (b) Termination for Cause: Prior to the end of the Employment Term, the School, upon 15 days written notice to Director, may discharge Director for cause and terminate this agreement recognizing the School's obligation to pay to Director his/her base salary accrued from the date of termination notice plus 45 days, provided that termination was not for cause described in (i) within this section, in which case the school will pay to Director only his/her base salary accrued to date of termination. For purposes of this Agreement, a "discharge for cause" shall mean a discharge resulting from a determination by the School that the Director (i) has admitted to or been convicted of a crime involving moral turpitude, including fraud, theft or embezzlement, (ii) has failed to or refused to follow policies,

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directives, or orders established by the Board of Trustees of the School, or the requirements of this contract (iii) has committed acts amounting to gross negligence or willful misconduct to the detriment of the School or its Students, (iv) has failed to attend to his/her duties hereunder or is demonstrably unable to perform the essential functions of the position, or (v) has otherwise breached any of the material terms or provisions of this Agreement. (c) Involuntary Termination for Long-Term Disability: In the event that the Director is absent from work and unable to perform substantially all the duties of the Director for a period of 60 consecutive calendar days, the School may discharge the Director pursuant to this paragraph, thus terminating this Agreement. (d) Resignation: The Director shall notify the Chair of the Board of Trustees 90 days prior to leaving the position to allow for orderly transition and balancing of the books, during which time the Director shall perform his/her duties, and after which this Agreement shall terminate. (e) Other Termination: The Board of Trustees may, at any time after the initial six months of the Employment Term, terminate the Director without cause. The Director who is terminated without cause shall be entitled to liquidated damages equal to four months' salary and benefits from the date of termination forward, paid in installments in accordance with the regular payroll policies of the school. (f) Upon Termination: Upon Termination of this Agreement, the Director shall not, for a period of one year beginning on the date of said termination, recruit or attempt to recruit employees of the School to work in any capacity in any other educational institution, including, but not limited to charter and Montessori schools in Massachusetts or in any of the counties of southern New Hampshire abutting Massachusetts.

6. **Benefits:** The Director shall be entitled to a policy of health insurance for their self and family to the extent that said policy is consistent with the School's health benefits structure available to other school employees. If the Director is entitled to health insurance provided outside of the School's health benefits structure, the School shall pay the Director the premium on said policy, up to the amount it would have paid under the School's health benefits structure, as part of their regular compensation. In either case, payment for said health insurance shall be made in a manner consistent with applicable Massachusetts and Federal Laws regarding an employer's obligations.

The Director shall be entitled to 25 vacation days per annum, plus the following holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the following Friday, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Patriots Day, and Memorial Day. The vacation days shall not accrue from contract year to contract year, nor is there an option to receive cash from the School in exchange for unused vacation days. Vacation days shall be calculated independent of whether or not the school is on vacation.

The director is entitled to take occasional personal leave for reasons of illness, personal emergency, bereavement, or legal proceedings as necessary. The Director shall be entitled to earn 12 days of personal leave per year of employment, one day of personal leave earned per month or partial month of the academic year. Unused leave may be carried over to subsequent contract years in an amount up to 5 days. There is no option to receive cash from the School in exchange for unused personal leave days. The maximum accumulation of personal leave shall be 20 days.

In case of longer-term illness or other catastrophic situation, the School reserves the option to withhold salary after vacation and personal leave days are used and until such time as the employee is able to return to work.

The Director shall be entitled to School-paid, or to reimbursement for, professional development, travel and other business expenses consistent with School policy and upon approval of the Chair of the Board of Trustees.

7. Notification and Approval of Absences: The Director shall generally be expected to take annual vacation during scheduled school vacation periods or during the summer when school is not in session. Under extraordinary circumstances the Director may request of the Chair of the Board of Trustees approval to take no more than one week of vacation annually during a time period when school is in session. Approval shall not be unreasonably withheld, consistent with the needs of the school. If the Director shall be absent from the school for one or more consecutive days while school is in session, for either personal leave or vacation, the Director shall notify the Chair of the Board of Trustees.
8. Evaluation Procedure: The Director shall be given a written performance evaluation by the Executive Committee by July 15<sup>th</sup> each year, based upon performance relative to the Charter, Accountability Plan, and mutually-agreed-upon objectives set forth by the Executive Committee and Board of Trustees. The Executive Committee shall have input from the Board of Trustees and may follow a mutually-agreed upon process for input from faculty, parents, or other stakeholders in making the evaluation. The Director may respond to the evaluation, first to the Executive Committee, then to the Board of Trustees.
9. Operation of the School and Staffing: Consistent with the River Valley Charter School Board of Trustees By-laws, the Director shall have the right and responsibility to select, appoint, evaluate, and/or remove all school staff and faculty.

Each school year, no later than the first scheduled day of classes in the fall, the Director shall create and provide to the Board of Trustees Executive Committee a complete list of staff and faculty for the upcoming school year. To the extent that staff changes are required during the school year this list will be kept up to date and the revised list shall be provided to the Executive Committee.

The Director shall create an organizational chart which indicates lines of authority and functional areas of responsibility for all administrative staff, and shall provide this organizational chart to the Executive Committee. The Director shall designate one staff member to be second in command of the school, to act as Head of School in the prolonged absence of the Director. Such designation shall be made in a written job description for the individual in question, and shall be communicated to the Executive Committee and to other school staff. The Director shall provide to the Executive Committee the home address, home phone number, and cell phone number of this individual, to be used in the event of an emergency if the Director is unavailable.

In the event that the individual designated as second in command leaves the employment of the school, or if the Director at any time feels the need to change the designation to another individual, the Director shall consult with the Executive Committee as to the process for hiring or designating a replacement. The role of Executive Committee members in such consultation shall be advisory only; the Director has sole discretion to hire all school staff, and to choose the individual that will act as second in command of the school.

10. Contract Renewal: The Chair shall notify the Director no later than 220 days prior to the end of the Employment Term of the School's intention relative to Contract Renewal. Contract negotiations must begin by December 1 and be completed and voted by the Board of Trustees by January 31<sup>st</sup> of the year in which the Employment Term ends. If no Contract between the Director and the School has been negotiated by January 31 in any year it shall be presumed that the contract has been allowed to lapse and no liquidated damages shall be due.



11. Grievance Procedure: The Director shall follow the procedures outlined in the Complaint Policy and discuss a possible grievance with the Chair within 14 days of the occurrence of, or learning of, a grievable action.
12. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent, postage prepaid, by certified or registered mail, return receipt requested, (i) to Director at the Director's residence and (ii) to the School at its principal office or to such other address as either party shall designate by written notice to the other party. Notice via e-mail which is acknowledged by the recipient shall also be sufficient.
13. Severability: In case any term, phrase, clause, paragraph, section, restriction, covenant, or agreement contained in this Agreement shall be deemed invalid, such invalidation or unenforceability shall not defeat or impair the remaining provisions thereof.
14. Waiver of Breach: The waiver by each party hereto of a breach of any provision of the Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
15. Entire Agreement: This Agreement supersedes, replaces, and merges all previous agreements and discussions relating to the same or similar subject matters between Director and the School and constitutes the entire agreement between the Director and the School with respect to the subject matter of this Agreement.
16. Governing Law: The substantive laws of the Commonwealth of Massachusetts, excluding any conflicts of laws, rules, or principle that might otherwise refer to the substantive law of another jurisdiction, will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or the place for performance hereof.
17. Modification: This Agreement may not be changed or terminated orally, and no change, termination or waiver of this Agreement or of any of the provisions herein contained shall be binding unless made in writing and signed by both parties, and in the case of the School, by an authorized member of the Board's Executive Committee.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement to be effective as of the date first written above: