



SOUTH SHORE CHARTER PUBLIC SCHOOL

Inspiring every student to excel in academics, service, and life

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made as of 9 May 2019 by and between the South Shore Charter Public School, acting through its Board of Trustees, hereinafter referred to as the "Board," and [REDACTED], hereinafter referred to as the "Executive Director."

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

- 1. EMPLOYMENT:** The Board agrees to employ [REDACTED] as the Executive Director for the South Shore Charter Public School.
- 2. TERM:** This employment contract will begin on 1 July 2019 and will extend for a period of three (3) years until 30 June 2022. The Executive Director shall be notified in writing by 20 June 2021 whether the Board desires to negotiate a new contract with the Executive Director, which will extend beyond 30 June 2022. In the event that no new contract is agreed to, however, this current contract will expire on 30 June 2022.
- 3. TERMINATION:** In the event that the Executive Director desires to terminate this contract before 30 June 2022, she may do so by giving at least one hundred and twenty (120) days written notice of her intentions to the Chairperson of the Board. The Board may terminate this contract prior to its expiration for good cause, but only after giving the Executive Director written notice and the opportunity for a hearing before the Board.
- 4. COMPENSATION:** For the first year of the contract stated above, the Executive Director shall be paid an annual salary of \$153,241.00. The Executive Director shall receive a three (3) percent increase in year two, effective 1 July 2020 and a three (3) percent increase in year three, effective 1 July 2021.
- 5. DUTIES:** The Executive Director shall perform faithfully, to the best of her abilities, the duties of the Executive Director as assigned by the Board.
- 6. WORK YEAR:** The Executive Director's position is a twelve month position, but with leave time as identified in paragraphs 10 through 13 below.
- 7. ANNUAL REVIEW:** The Board will provide an annual performance evaluation of the Executive Director consistent with the open meeting law and existing case law.
- 8. PROFESSIONAL ACTIVITIES:** With the approval of the Chairperson of the Board, the Executive Director may accept professional engagements or attend professional meetings so long as they do not derogate from her responsibilities as the Executive Director.
- 9. INSURANCE BENEFITS:** The Executive Director shall be entitled to all benefits, and under the same restrictions, currently available to the School's professional staff. She will also be eligible for the other forms of voluntary insurance currently available to the School's professional staff.

- 10. HOLIDAYS AND VACATIONS:** The Executive Director will be entitled to the same legal holidays as are other full-time employees of the School. The Executive Director will be entitled to twenty-five (25) vacation days each year. Up to eleven (5) of said days may be carried from one year to the next, but at no time may the total accumulation exceed thirty (30) days.
- 11. SICK LEAVE:** The Executive Director shall be entitled eleven (11) paid sick days per academic year, which may be used during the duration of this three (3) year contract. The intent of the parties is that, if the parties agree to a successor contract, which will extend beyond 30 June 2022, the unused sick days from this 2019 to 2022 contract will carry over to the successor agreement up to a maximum of sixty-five (65) sick days.
- 12. PERSONAL LEAVE:** The Executive Director shall be entitled to paid personal leave in an amount equal to three (3) days during each year of this contract, with no carry-over from year to year.
- 13. BEREAVEMENT LEAVE:** The Executive Director will be entitled to Bereavement Leave under the same terms and conditions as other full-time employees of the School.
- 14. OTHER:** The Executive Director is entitled to attend her children's graduation activities if they conflict with SSCPS scheduled events.
- 15. ABILITY TO PERFORM:** The Employee represents to SSCPS that the Employee has no legal restrictions, contractual, regulatory, or otherwise, which would interfere with the Employee's duties under this Agreement. The Employee further represents that he/she has met all federal and state law requirements to work as an Executive Director in a Massachusetts public charter school.
- 16. CRIMINAL BACKGROUND CHECK:** Employment with SSCPS is conditioned upon the completion of a state and national fingerprint based criminal history record check and a Massachusetts Criminal Offender Record Information check as required by law, with results that are satisfactory to SSCPS, in SSCPS's sole discretion.
- 17. NOTICE:** All notices required or permitted under this Agreement shall be made via electronic mail or certified mail at the following addresses:

If to SSCPS:

Kristine Bingham, Dir. of Fin/HR
 kbingham@sscps.org
 100 Longwater Circle
 Norwell, MA 02061

If to Employee:


 [EMAIL]
 [ADDRESS 1]
 [ADDRESS 2]

- 18. GOVERNING LAW OR VENUE:** The parties agree that this Agreement is governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Accordingly, in the event of a dispute arising out of, in connection with, or relating to this Agreement, the parties shall bring such dispute to a Court of the Commonwealth of Massachusetts located in Plymouth County.
- 19. NON WAIVER:** No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 20. COUNTERPARTS SIGNATURE:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

Signed signature pages may be transmitted by facsimile, electronic mail in portable document format (.pdf), or by any other similar electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed an original signature for all purpose, and will have the same force and effect as a manually-signed original.


IN WITNESS WHEREOF, the SSCPS has caused to be executed and the Employee has executed this Agreement as of the ___ day of _____, 20__.

The employee's signature below signifies his or her agreement to abide by the terms of this Agreement.



Chairperson – Board of Trustees
9 May 2019

Date



Executive Director
9 May 2019

Date