

EMPLOYMENT CONTRACT

ATLANTIS CHARTER SCHOOL EXECUTIVE DIRECTOR

PREAMBLE

This contract is between the Atlantis Charter School, hereinafter referred to as the Employer, and the Executive Director, hereinafter referred to as the Employee. This contract is made in the spirit of trust and good will to further the aims of the Atlantis Charter School, the employment interests of the Executive Director and to enhance a constructive professional relationship. The aims of the Atlantis Charter School include:

- The provisions of a high-quality education that meets the individual needs of the students, and takes account of student differences and special needs.
- The preparation of students for work, enterprise and further education.
- The employment of skilled and dedicated employees working in an environment that encourages and rewards their commitment.
- An ethos that values excellence and high standards of achievement within the context of the curriculum and the standards of the Atlantis Charter School.
- A school that is responsive and accountable to the parents and the local community.

The parties acknowledge that the statutes and regulations of the Commonwealth of Massachusetts and the Department of Education may regulate this contract as may ministerial orders made from time to time under those Acts and any instructions or policies issued by the Employer.

INTERPRETATION

In this contract, unless otherwise stated or the context otherwise indicates:

Executive Director means the person specified in Job Description: Executive Director.

Employer means the Board of Trustees of Atlantis Charter School and its successor or any person so authorized by said Board to act on its behalf.

Executive Director means the person authorized by the Employer to administer the Atlantis Charter School and shall be alternately called the Superintendent. This Employee shall have the legal authority to so administer the entire school, pursuant to the policies promulgated by the Employer.

Month shall mean calendar month.

Performance Assessment means a review of the Executive Director's performance as authorized or required by the Employer.

Period of Appointment means the period from the commencement date to the expiration date specified below.

All other words in this contract have their ordinary meaning. The Board of Trustees or its designee shall interpret any interpretation of language which is not clear or which results in contrary interpretations. The headings used in this contract are for convenience only and shall not be resorted to for the purposes of interpretation of such contract.

This contract replaces and supersedes any and all previous contracts, if any, and all prior understandings or arrangements.

This contract is subject to the laws of the Commonwealth of Massachusetts and the regulations of the Board of Education of the Commonwealth.

Changes in this contract may be negotiated at any time during the term with the agreement of both parties.

APPOINTMENT AND TERMINATION

1. The position to which this contract applies is specified in "Job Description: Executive Director," which is attached hereto and incorporated herein by reference.
2. This contract comes into force on the commencement date and expires on the expiration date specified below and in "Job Description: Executive Director."
3. This contract constitutes a contract of employment and governs the employment of the Employee while employed in the position specified in "Job Description: Executive Director."
4. The Employer, upon at least thirty (30) days prior written notice to Employee, shall have the right to terminate Employee's employment at any time, for any reason or for no reason. Upon such termination, the Employer shall pay Employee all base salary, reimbursable expenses, and benefits that are due, have accrued, or will otherwise become due or accrue through the end of the term of this contract (as if Employee's employment with the Employer were not prematurely terminated). All such amounts shall be payable to Employee in accordance with the normal payroll policies of the Employer.
5. The Employer, effective immediately upon written notice to Employee, shall have the right to terminate Employee's employment at any time for "cause" (defined below). Employer reserves the right to retroactively classify Employee's termination as a termination for cause based on information discovered by the Employer subsequent to Employee's termination. Upon such termination by the Employer, the Employer shall pay Employee all base salary, reimbursable expenses, and benefits that are due and accrued through the effective date of termination. All such amounts shall be payable to Employee in accordance with the normal payroll policies of the Employer.
6. For purposes of this contract, "cause" shall mean (a) the failure by Employee to perform his duties as reasonably requested by the Board, as documented in writing to Employee,

(b) the failure by Employee to observe all material policies of the Employer generally applicable to this level of management, (c) gross negligence or willful misconduct by Employee in the performance of his duties, (d) any misrepresentation by Employee to the Employer either before or after the effective date of the contract, (e) the commission by Employee of any act of fraud, dishonesty, or embezzlement against the Employer or the conviction of any felony or act involving moral turpitude, (f) material breach by Employee of his obligations under the Employer's policy and procedures handbook or any agreement or contract with the Employer (including, without limitation, this contract), (g) chronic absenteeism, or (h) substance abuse; provided that a determination of cause shall be made by the Board after delivering written notice to Employee specifying in reasonable detail the cause to be claimed and providing an opportunity for Employee to present his response within thirty (30) days of the delivery of such notice to the Board which, after hearing the same, shall vote either to terminate Employee for cause or rescind the proposed termination.

7. Employee, upon at least forty-five (45) days prior written notice to Employer, shall have the right to terminate his employment "without good reason" at any time, for any reason or for no reason. Upon such termination by Employee, the Employer shall pay Employee fifty (50%) percent of the base salary, reimbursable expenses, and benefits that are due and accrued through the effective date of termination. All such amounts shall be payable to Employee in accordance with the normal payroll policies of the Employer.
8. Employee, effective immediately upon written notice to Employer, shall have the right to terminate his employment "with good reason" at any time, for any one of the following reasons: (a) Employer's violation or breach of any material provision of this contract, or (b) a material adverse change in Employee's duties, responsibilities, job description, title, compensation, reporting relationship, or position from those as of the effective date of this contract and not accepted by Employee in writing, following written notification by Employee setting forth the specific nature of such good reason and following the Employer's failure to cure to the satisfaction of Employee with fifteen (15) days of such notification (or longer in the event that such request cannot be reasonably responded to within this period of time and further provided that the Employer has exercised good faith and due diligence in curing).
9. Upon such termination by Employee "with good reason," Employer shall pay Employee all base salary, reimbursable expenses, and benefits that are due, have accrued, or will otherwise become due or accrue through the end of the term of this contract (as if Employee's employment with the Employer were not prematurely terminated). All such amounts shall be payable to Employee in accordance with the normal payroll policies of the Employer.
10. Notwithstanding anything in this contract to the contrary, upon payment to Employee by the Employer of the amounts described in this section of the contract in connection with termination of Employee's employment, Employee shall execute a general release of all claims Employee may have against the Employer, the Board, and their respective affiliates with respect to the subject matter of this contract (other than any obligations of the Employer under this contract, which by their terms survive) in a form reasonably acceptable to the Employer and its counsel.

11. At least three (3) months prior to the expiration of this contract, the Employer and the Employee shall confer with a view towards reaching an agreement as to whether this contract shall be renewed.
12. Each party to the contract shall inform the other no later than two (2) months (or other such period as they can agree in writing) prior to the expiration of the period of employment of the decision regarding re-appointment.

DUTIES OF THE EXECUTIVE DIRECTOR

1. The duty of the Employee shall be to honestly and diligently carry out the duties and responsibilities imposed by the Board of Trustees and/or its designee with respect to the position, including implementation of policies of the Board of Trustees and the Department of Education of the Commonwealth, the duties specified in Job Description: Executive Director and any lawful instructions of the Employer.
2. The Employee agrees to comply with any guidelines issued by the Employer relating to “professional conduct” and any code of conduct applicable to the employees of the school at any time during the period of appointment.

PERFORMANCE ASSESSMENT

1. Performance assessment shall be constructed in a manner determined by the Employer. The Employee agrees to participate in a performance assessment each year.

REMUNERATION OF THE EMPLOYEE

1. Subject to the Employee at all times being ready, willing, able and available to perform and actually performing the duties specified below and in the attachment entitled “Job Description: Executive Director”, the Employee shall be entitled to monetary remuneration and to the employment benefits specified in such attachment and as specified below.
2. If an overpayment occurs at any time, the amount due to the Employee under the contract will be reduced by the amount of the overpayment and such overpayment cannot affect the amount of remuneration to which the Employee is entitled.

LEAVE

The Employee shall have the leave entitlements as established for such position by the Atlantis Charter School Board of Trustees.

NOTICES

1. All notices, consents, approvals, agreements or other communications by or to the respective parties to this contract shall be in writing and shall be deemed to be duly given or made:
 - a. in case of delivery in person, by post or e-mail- when delivered or
 - b. in case of facsimile transmission- on receipt by the sender of a written transmission report from the sending facsimile machine indicating successful transmission to the recipient’s facsimile machine on a work day or if the transmission is after 3 p.m., on the day following the transmission provided that day is a work day, or commencement of the first work day after the sending and receipt of such transmission.

- c. Communications must be made to the party to which such communication is required, permitted or to be given pursuant to the policies of the Employer. The Employer may specify such agents and addresses as necessary for any notice under this contract.
2. A written communication includes a notice by facsimile or e-mail transmission.

The Executive Director shall aid the Board in training any executive employee, including any replacement.

Further terms of this contract are as follows:

Executive Director:
Term of contract:
Commencement Date/Start:
Expiration Date/End:
Salary:
Signing/Relocation Bonus:
Benefits:

The document entitled Job Description: Executive Director is attached hereto and hereby incorporated by reference.

SIGNATURES

Signed this _____ day of October in the year of 20__.

Signature of Employer or person authorized by the Employer to so sign on behalf of the Board of Trustees of the Atlantis Charter School

Signed this _____ day of October in the year of 20__.

Signature of the Employee –