

**MARTIN LUTHER KING, JR. CHARTER SCHOOL OF
EXCELLENCE**

EXECUTIVE DIRECTOR CONTRACT

EMPLOYMENT AGREEMENT BETWEEN THE MARTIN LUTHER KING, JR.
CHARTER SCHOOL OF EXCELLENCE AND

RECITAL

Whereas, the Employer desires to continue to employ the Employee in the capacity of Executive Director; and

Whereas, the Employee desires to be employed by the Employer in the aforesaid capacity; and

Whereas, the Employer and Employee agree that this instrument sets forth the terms and conditions of their agreement and understanding;

Therefore, in consideration of the promises, covenants, warranties, understandings, and terms and conditions of employment outlined herein, the parties state that it is their intention to be legally bound by this agreement.

I. **EMPLOYMENT:**

The Employer hereby employs Employee and Employee accepts such employment, upon the terms and conditions hereinafter set forth, for a period of 36 months beginning July 1, 2014 and ending June 30, 2017 unless terminated earlier pursuant to the terms and conditions herein.

II. **DUTIES:**

Employee shall serve during the course of his employment as Executive Director of the Martin Luther King, Jr. Charter School of Excellence, and shall have such duties and responsibilities as the Board of Trustees of MLK Charter School shall determine. The general duties of the position, which is the subject matter of this agreement, are outlined in the charter and may be described in a job description attached hereto and incorporated herein by reference.

III. **RECIPROCAL RESPONSIBILITIES TO IMPLEMENT THE CHARTER:**

The Board of Trustees shall fulfill its responsibilities as described in the charter. The Employee shall fulfill the responsibilities of the Executive Director as described in the

charter. The Board of Trustees and the Employee will work together to implement the charter and meet the challenging standards established in the school's accountability plan.

IV. COMPENSATION

A. Salary:

The Employer shall pay the Employee an annual salary of \$ for the years July 1, 2014 – June 30, 2017.

B. Benefits:

The Employer agrees to provide to the Employee the following employee benefits:

1. Full family medical insurance chosen or agreed to by the Employee;
2. Continuation of Employee's life insurance provided during the first 5-year contract and the second 4-year contract or comparable coverage; and
3. weeks paid vacation. The maximum number of vacation days that the Employee can carry over to the next year is two weeks which will not accumulate. The employee can carry over a maximum of two weeks into any year and has no right to payment for unused vacation days.

In addition to these employee benefits, the Employer shall at all times during the term of this agreement provide and maintain for Employee, and Employee shall be entitled to receive, all fringe benefits not listed above that are available for employees of MLK Charter School or as introduced by the Employer during the term of this agreement. Examples of such benefits are holidays, sick days, personal leave, bereavement leave, and participation in the Massachusetts Teachers' Retirement Board.

C. Business and travel expenses:

The Employer shall compensate the Employee for all reasonable business-related expenses incurred in his duties as Executive Director, including travel. The employee will submit itemized documentation of any such expenditure.

D. Employee disability:

If the Employee is unable to perform his duties by reason of illness or other physical or mental disability, the Employer shall continue to pay full salary and benefits for a period of three months. The Employer may, but need not, continue salary payments beyond the three months. The determination of "disability" shall be made by a licensed doctor of medicine mutually acceptable to the Employer and the Employee.

E. Professional development:

The Employee may participate in professional development to enhance his skills at performing the job of executive director and to accomplish goals established during his annual evaluation. The Employer will pay all expenses associated with the professional development including allowing the Employee to participate in professional development during his work hours.

F. Bonuses:

The Employer may award the Employee bonuses for meritorious performance.

V. TERMINATION OF AGREEMENT:

A. Termination by the Employer for misconduct:

The Employer shall have the right to terminate this agreement for misconduct without further liability on the part of the Employer effective immediately by vote of the Board of Trustees and subsequent written notice to the Employee setting forth in reasonable detail the nature of the misconduct. Only the following shall constitute “misconduct”:

1. The knowing and intentional violation of any law of the United States of America or the Commonwealth of Massachusetts by the Employee without reasonable cause that results in significant injury to the business or reputation of MLK Charter School;
2. Breach of a material term of this agreement by the Employee;
3. Refusal, without good cause, to perform required services; and
4. Knowing violation of a recognized fiduciary duty to the Employer by the Employee.

B. Termination by the Employer for just cause:

The Employer may terminate the employment of the Employee for just cause with 180 days written notice to the Employee setting forth in reasonable detail the nature of the just cause. In lieu of the 180 days notice, the Employer may pay the Employee’s salary and benefits for 180 days without requiring the Employee to work.

C. Resignation by the Employee:

1. The Employee may terminate this agreement by providing the Employer with 180 days written notice. Failure to provide such notice shall result in the forfeiture by the Employee of all accrued employee benefits from the current contract year (*e.g.* paid leave, etc.) unless the resignation follows the Employer’s failure to pay the Employee fully for at least 30 days. At the sole discretion of the Employer’s Board of

Trustees, the Employer may pay the 180 days salary and benefits, or part thereof, and waive that portion of the notice.

2. The Employee may terminate this agreement effective immediately by written notice in the event of any material breach by the Employer of this agreement.

D. Effect of Employee obtaining employment during notice period:

If the Employee is being paid by the Employer but not working for the Employer during the notice period and if the Employee begins new employment, the Employer may offset the Employee's new earnings on a weekly basis against the salary being paid by the Employer.

VI. NOTICE:

Any and all notices required to be given under the terms of the agreement shall be in writing, shall be effective upon receipt, and shall be delivered to the addressee in person or mailed by certified mail, return receipt requested.

VII. ASSIGNMENT OF CONTRACT:

Because of the personal nature of this contract, and the specific requirements in the job description annexed hereto, this contract is not assignable by either party.

VIII. SEVERABILITY:

If any provision of this agreement shall be held invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, the contract shall nevertheless remain in full force and effect in all other circumstances.

IX. WAIVER:

The waiver by either party of any breach or violation of any provision of this agreement shall not be a waiver of any subsequent breach or violation thereof.

X. MODIFICATION:

This agreement may be modified only in writing and such modifications must be signed by both parties. The parties may modify this agreement in writing signed by both parties to reduce the Employee to less than full-time work.

XI. ARBITRATION:

Any disputes or controversy between the Employer and Employee arising out of or relating to this agreement or the breach thereof shall be settled with the rules of American

Arbitration Association. No arbitrator shall have the authority to add to, to alter, or detract from any of the provisions of this agreement. In addition, no arbitrator shall have the authority to order the reinstatement of the Employee absent the approval of the Employer's Board of Trustees, but shall have the authority to award back pay and front pay. The fees and other charges of the arbitrator shall be shared equally by the Employer and Employee, except that the Employer shall pay all the fees and other charges if the Employer refuses to agree to an order for reinstatement by the arbitrator.

XII. GOVERNING LAW:

The laws of the Commonwealth of Massachusetts shall govern the construction and validity of this agreement.

XIII. CONTRACT HEADINGS:

Headings of the sections of this agreement are not to be considered a part of this agreement and shall not affect the interpretation.

This five page agreement and the attached job description contain the entire agreement between the parties and supersede all prior negotiations, oral representations, and any other dealings pertaining to the subject matter of this agreement.

In witness whereof, the parties have executed this Agreement the 13th day of June, 2014.

The Employer

The Employee

Chair, Board of Trustees
Martin Luther King, Jr. Charter School of
Excellence

Attesting that the Board of Trustees passed a motion authorizing _____ to sign this agreement on behalf of Martin Luther King, Jr. Charter School of Excellence

Clerk, Board of Trustees, Martin Luther King, Jr. Charter School of Excellence