

**PIONEER CHARTER SCHOOL OF SCIENCE  
EVERETT & SAUGUS, MASSACHUSETTS**

**CEO'S EMPLOYMENT CONTRACT  
July 1, 2019 through June 30, 2022**

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2019, between the Pioneer Charter School of Science Board of Trustees, hereinafter referred to as the "Board" and **NAME** hereinafter referred to as the "CEO".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. **EMPLOYMENT:**

The Board hereby employs **NAME** as the CEO of the Pioneer Charter School of Science and **NAME** hereby accepts employment as the CEO of the Pioneer Charter School of Science, subject to the terms and conditions hereinafter provided.

2. **TERM:**

A. The CEO shall be employed for a period of three (3) years commencing July 1, 2019 and ending June 30, 2022. For purposes of this Agreement, the anniversary date shall be July 1 of each year.

B. The CEO and the Board shall express their intent concerning a successor agreement by April 15, 2022.

C. In the event that both the CEO and the Board indicate their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2022.

D. In the event the parties do not wish to commence negotiations for a successor Agreement, this Agreement shall terminate, as herein before provided, on June 30, 2022.

E. Anything contained herein to the contrary notwithstanding, this Contract will automatically terminate on June 30, 2022, unless otherwise agreed upon in writing by the parties herein.

3. **COMPENSATION:**

A. The Board agrees to pay the CEO, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as CEO of Schools, an annual salary of \$147,565 inclusive of an annual 3% cost of living increase, for year one of the Contract beginning on July 1, 2019. The salary shall be payable in equal installments convenient to the parties, at least once per month, and shall be subject to any adjustments agreed upon by the Board and the CEO pursuant to Section 3.B. below. At no time during the life of this agreement, or any extension hereof, shall the CEO's salary be reduced.

B. Each year during which this Contract is in effect, the Board and the CEO shall meet at least ninety (90) calendar days prior to the anniversary date for the purpose of reviewing the CEO's salary and expenses. It is agreed that the CEO shall receive a negotiated salary increase each year remaining on the Contract.

4. **TERMINATION:**

A. The Board may dismiss the CEO at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a CEO, insubordination, or other good cause. In that event, the CEO will be given written notice, including a statement of the charges against his, and a hearing by the Board. Any dispute about the termination of the CEO by the Board shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof for enforcement pursuant to the provisions of M.G.L. c.150C or, if c.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes. These proceedings may be initiated by filing a demand for arbitration with AAA.

B. **Arbitrator's Authority**

Either party may invoke the above arbitration provisions by filing a demand for arbitration with the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the Arbitrator. The Arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the CEO.

The Arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the Contract. In the event of his termination, the CEO shall have a duty to mitigate damages by seeking employment in another school district, and, if the CEO obtains a comparable position, the Board's damages shall be reduced by an amount equal to the compensation of the comparable position.

A dismissal by the Board shall sever any and all rights that the CEO shall have under this Agreement for the balance of the Contract period subsequent to the dismissal, including, without limitation, any claim to compensation, subject to review of an Arbitrator pursuant to Section 4.A. of this agreement.

C. In the event that the CEO desires to terminate this Agreement before his term of

service shall have expired, he may do so by giving at least 120 calendar days' notice of his intention to the Board or such other notice as is mutually agreed to by the parties in writing.

5. **DUTIES:**

The CEO shall manage the system in a fashion consistent with state law and the policy determinations of the Board. He shall faithfully, diligently, and competently perform his duties and responsibilities as CEO. He shall serve as the Chief Executive Officer of the Board and hereby agrees to comply with all policies established by the Board, except as those policies may conflict with the terms of this or the provisions of state or federal law.

6. **LICENSURE:**

The Board agrees to assist CEO in obtaining relevant Massachusetts licenses and completing appropriate trainings and professional development programs.

7. **OUTSIDE ACTIVITIES:**

A. The CEO may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as CEO.

B. The CEO may undertake or engage in consulting work of any nature after first notifying the Chairperson of the Board, provided that the consulting work does not interfere with the performance of his duties as CEO.

8. **ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT:**

A. The CEO shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in his judgment best serves the school district.

B. The CEO's powers, as described in paragraph A of this Section 8, may be limited by any official action of the Board that is not in conflict with the terms of this Contract or with state or federal law.

C. The Board, individually and collectively, will promptly refer to the CEO for his study and recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the CEO's attention.

9. **REIMBURSEMENT OF EXPENSES:**

A. Out-of-State Travel and Other Expenses - The Board shall reimburse the CEO for reasonable out-of-state travel expenses incurred in the performance of his duties under this Section for the purpose of attending a national conference, including transportation costs, lodging, meals and conference fees and other related expenses.

B. Professional Memberships - The Board shall pay the CEO's membership dues for membership in the Massachusetts Association of School Superintendents (MASS), the American Association of School Administrators (AASA), and any other association the CEO deems appropriate.

C. Transportation and Other Expenses - The School Board agrees to reimburse the CEO for travel expenses based on school travel reimbursement policy.

10. **STATE RETIREMENT ASSOCIATION:**

The CEO shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, §2.

11. **FRINGE BENEFITS:**

A. **Other Benefits**

The CEO shall be entitled to all other fringe benefits currently available to professional employees of the school district. This provision is not intended to reduce benefits expressly provided in this Contract. However, the Board and the CEO may agree in the future to alter components of these benefits or to add benefits not currently available to other professional personnel.

12. **VACATION & SICK LEAVE:**

A. The CEO is entitled to the same vacation leave that all 12-month employees are entitled to.

B. Additional sick leave, beyond the terms provided, herein, may be granted to the CEO by the Board at its sole discretion.

13. **EVALUATIONS:**

A. The Board shall evaluate and assess in writing the CEO's performance every year during the term of this Agreement using an evaluation process which is agreeable to the CEO. Said evaluation process shall include, at a minimum, the completion by each Board member of an evaluation instrument that is agreed to between the parties, which shall then be formed into a composite by the Chairman of the Board. The composite and each of the individual instruments shall then be presented to the CEO. The composite evaluation shall include the consensus, where it exists, among the individual Board members of recommendations for areas of improvement and of the CEO's strengths. The CEO shall have the right to make a written response to the composite.

B. The CEO, through the Board Chairperson, may meet on an individual basis with a Board member in a good faith effort to mitigate performance evaluation concerns that may arise at any point during the term of this contract.

14. **PERFORMANCE:**

The CEO shall fulfill all aspects of this Contract to the best of his ability. Any exceptions thereto shall be by mutual agreement between the Board and the CEO in writing.

15. **INDEMNIFICATION:**

A. The Board shall at all times indemnify and hold harmless the CEO to the maximum extent and in accordance with the terms of M.G.L. c. 258. The CEO shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship, the CEO shall be compensated for his participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at his then effective per diem rate of pay.

B. This indemnification provision, Section 17 A and B shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

16. **ENTIRE AGREEMENT:**

This Contract embodies the entire agreement between the Board and the CEO, and there are no inducements, promises, terms, conditions or obligations made or entered

into by either party other than those contained herein. The Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

17. **INVALIDITY:**

If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

**NAME**

Chairperson

Pioneer Charter School of Science Board

By: \_\_\_\_\_

**NAME**

CEO of Schools

Pioneer Charter School of Science