

ARGOSY COLLEGIATE CHARTER SCHOOL

Employment Contract for Executive Director

This Agreement made this 1st day of July, 2014 by and between the Argosy Collegiate Charter School (the "School") and _____ (the "Employee").

Now, therefore, in consideration of mutual promises and covenants, the School and Executive Director agree as follows:

1. **Employment:** In accordance with its statutory authority set forth in Massachusetts General Laws Chapter 71, Section 89, the School appoints Employee as its Executive Director. Employee hereby accepts the appointment under the terms and conditions of employment set forth herein.
2. **Term:** The term of this Agreement shall commence July 1, 2014 and end June 30, 2017, unless further extended or terminated as otherwise provided in this Agreement.
3. **Compensation:** During the first year of this Agreement, the School will pay the Employee an annual salary of _____ payable in 24 equal bi-monthly installments. Subsequent years' salaries shall be negotiated following completion of the evaluation process set forth in Section 10 and any change in the scope of Employee's responsibilities.
4. **Duties:** Employee is the educational leader and manager of the School and shall supervise the operation and management of the School and School property and may organize, re-organize and arrange the administrative and supervisory staff in such a way as in her best judgment best serves the School, subject to the laws of Massachusetts, the regulations of the Massachusetts Department of Education, and the policies of the School's Board of Trustees (the "Board"). The Employee is responsible, consistent with the Board's policies and budgetary restrictions, for hiring all teachers and other personnel and for terminating all such personnel. The Employee's responsibilities and duties are further set forth on the Schedule attached hereto.
5. **Professional Activities:** The Employee shall devote all of her professional time, attention, knowledge, and skill exclusively to the business and interests of the School except that she may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not conflict with or derogate from her duties as Executive Director at the School or adversely affect the School's reputation in the community. The Employee shall notify the Chairman of the Board of Trustees prior to accepting any such engagements.
6. **Reimbursement for Expenses:** The School will reimburse the Employee for expenses reasonably incurred for:

- a. Tuition and registration or enrollment fees required to attend any professional training or development program required by law, regulation or School policy;
- b. Other professional development activities authorized in advance by the Board; and
- c. School projects and activities authorized in advance by the Board.

7. Conditions of Employment:

- a. Sick/Personal Leave:

Employee shall receive six (6) days for sick leave or personal use for each contract year. For each day not used, Employer shall “buy back” the sick/personal day at the following rate:

1 day -	\$100.00
2 days -	\$200.00
3 days -	\$300.00
4 days -	\$400.00
5 days -	\$500.00
6 days -	\$1,000.00

- b. The School will pay fifty (50%) percent of the premium for the Employee’s health and dental insurance during the term of this Agreement.

8. Workers’ Compensation: In the event that the Employee sustains an injury in the course of her employment, is disabled as a result thereof and is paid compensation benefits in accordance with the terms and conditions of the School’s Workers’ Compensation insurance coverage, the School will compensate her the difference between the Workers’ Compensation benefits and her regular salary from her sick leave allowance and vacation accrued.

9. Vacation: The Employee will receive four (4) weeks of paid vacation each year during the term of this Agreement to be taken when school is not in session. Vacation shall accrue as of July 1st of each contract year. Normal school holidays will be allowed according to the school calendar. Vacation time which is not taken prior to the end of an Agreement year shall not accumulate.

10. Evaluation: The Board of Trustees will evaluate and assess in writing Employee’s performance at least once a year during the term of this Contract. Employee may comment in writing on the evaluation report. All comments shall be appended to the evaluation report and placed in the Employee’s personnel file.

An evaluation instrument consisting of targets, goals and benchmarks will be collaboratively drafted by the Employee and the Board of Trustees on or before October 30th of each Agreement year.

11. **Termination:** During the term of this Agreement or any extension thereof, Employee shall be subject to discharge for cause which shall include, but not be limited to, inefficiency, incompetency, incapacity, conduct unbecoming, or insubordination, by a two-thirds (2/3) vote of the full Board of Trustees. In the event Employee wishes to terminate this Agreement prior to the end of its term, she shall give written notice to the Board of Trustees at least ninety (90) days prior to the intended date of termination.
12. **Indemnification Insurance:** The School shall provide Employee with indemnification insurance equal to that which is provided to its Board.
13. **Restrictive Covenant:** Upon termination of this Agreement, the Employee shall not, on her own or in connection with any third party, solicit, interfere with or attempt to entice away from the School any person who is an employee of the School for a period of twelve (12) months.
14. **Entire Contract:** This Agreement sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the Agreement. The parties acknowledge that neither of them has been influenced to enter into this Agreement by, or has relied on any representations not set forth in this Agreement or in any written employment application submitted by the Employee for the position of Executive Director at the School.
15. **Modifications:** This Agreement may not be changed except in writing signed by both parties.
16. **Severability:** If any paragraph, or part thereof, of this Agreement shall be determined by an applicable forum to be invalid, then, in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.
17. **Board Member Protection:** Employee agrees that the several individual members of this Board of Trustees shall not be sued personally for any alleged violation of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement this
21 day of July, 2014.



Chairman of the Board of Trustees



Executive Director

Approved as to Form and Manner:



William D. Frank, Jr., General Counsel