

AGREEMENT  
BY AND BETWEEN  
BENTLEY ACADEMY CHARTER SCHOOL BOARD OF TRUSTEES  
AND

This Agreement entered into by and between the Bentley Academy Charter School Board of Trustees, hereinafter the “Board” and, hereinafter the “Head of School”.

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

1. Appointment and Term

The Board does hereby employ to serve as Head of School of the Bentley Academy Charter School grades K-5 for a term of one (1) year, commencing on July 1st, 2016 and ending on June 30th, 2017.

2. Duties and Responsibilities

Subject to the supervision and direction of the Board, the Head of School shall faithfully perform, to the best of his/her ability, the duties of Head of School of Bentley Academy Charter School grades K-5 which shall include, but not be limited to, being the instructional leader of the school.

The duties and responsibilities of the position shall include, but not be limited to those duties and responsibilities of a Head of School as prescribed by General Laws, Chapter 71. In addition thereto, said duties and responsibilities shall include the duties and responsibilities as, from time to time, may be assigned to the Head of School by the Board. During the term of this Agreement, the Head of School shall devote his/her full-time, skill, labor and employment to being Head of School of Bentley Academy Charter School grades K-5.

3. Permanent Certification

Throughout the term of this Agreement, the Head of School shall furnish and maintain a valid and appropriate certificate qualifying him/her to act as Head of School as required by Massachusetts General Laws, Chapter 71, Section 38G and the Rules and Regulations promulgated there under. In addition to such requirements, the School Committee and/or the Board may require supplemental performance standards, which shall be consistent with the principles of education established by the Commonwealth of Massachusetts Department of Elementary and Secondary Education. In the event that said Head of School fails to furnish or to maintain such certification, it is agreed that, at the option of the Board, such failure is “good cause” for the termination of this Agreement and of employment.

4. Budget Responsibility

During the term of this Agreement, the Head of School shall adhere to the provisions of Massachusetts General Laws, Chapter 44, Section 31 (Liabilities not

to be in excess of appropriations; exceptions) failing of which, at the option of the Board, such failure is “good cause” for the termination of this Agreement and of employment.

5. Performance Evaluation

The Board shall regularly evaluate the performance of the Head of School, consistent with Section 38 of Chapter 71. The Board shall meet with the Head of School on a regular basis to define such goals and performance objectives, which they determine as necessary for the proper operation of the school and the attainment of the school’s goals or policy objectives. The first such meeting shall occur no later than October 30th, 2016.

Evaluations will be reduced to writing, discussed with the Head of School, and based upon the goals and performance objectives established by the Board as outlined in the paragraph above, as well as other extraneous material/information that the Board determines to be appropriate in the evaluation process. The Board and/or its designee shall provide the Head of School with a copy of the written evaluation and the Head of School shall have an adequate opportunity to discuss the evaluation with the Board.

6. Salary

The Head of School will be paid at the bi-weekly payroll amount of \$4,038.46 for the 2016-2017 school year based on a base of \$105,000. During the term of this agreement and in accordance with a bi-weekly payroll schedule, the salary shall be payable via direct deposit in twenty-six (26) bi-weekly installments.

7. Work Year

The length of the work year for the Head of School shall be twelve months. The Head of School’s work obligation shall ordinarily exclude Saturdays, Sundays, and legal holidays. The Head of School recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of the position as determined by The Board and will expend the time and effort necessary to effectively achieve the goals of Bentley Academy Charter School. Additionally, the Head of School is expected to attend and participate in student, family, School Committee, and/or community events that may take place on a Saturday, Sunday and/or Legal Holiday.

8. Vacation Leave

The Head of School shall be entitled to 20 (pro-rated to actual start date) days of vacation during the 2016-2017 school year. The taking of such leave shall be subject to the prior approval of The Board. Excepting for extraordinary circumstances as agreed to by The Board, vacation leave shall be taken during non-student school periods. Up to ten (10) days vacation leave may be carried over into the next contract year with no more than thirty (30) days available in any one year.

9. Other Leave

Subject to the approval of The Board, the Head of School shall be entitled to holidays, 5 days personal leave, bereavement leave and sick leave as granted to Administrators under the Administrators' Collective Bargaining Agreement, excepting that the Head of School shall not be entitled to sick leave buy back.

10. Health and Life Insurance

The Board shall provide the Head of School, at his/her election, such health and life insurance coverage, including optional coverage, as are uniformly provided to its other non-bargaining unit administrators, at the same percentage rate of premium cost contribution as is applicable to such other employees under such plan(s).

11. Termination at the Initiative of the Head of School

In the event that a Head of School desires to terminate his/her contract with the Board before the term of service shall have expired, he/she may do so by January 1<sup>st</sup> of the year he/she intends to terminate the contract provided that the Board accepts said resignation.

12. Dismissal

The Head of School may be dismissed, demoted or suspended for good cause. As used herein, "good cause" shall mean any grounds put forth which are not arbitrary, irrational, unreasonable, or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above. An arbitral review shall be limited to the question whether such grounds were put forth in good faith.

13. Indemnification

The parties understand and acknowledge that their duties and responsibilities in the event of a legal proceeding brought against the Head of School individually or in his/her capacity as an agent or employee of the Salem Public Schools shall be governed by the provisions of Chapter 258 of the General Laws.

14. Entire Agreement

This Agreement embodies the whole Agreement between the Bentley Academy Charter School Board of Trustees and the Head of School, and there are no inducements, promises, terms, conditions or obligations made or entered into by any party other than those contained herein. This Agreement may not be altered, amended, or modified except by writing signed by the Board, and the Head of School. If any part or provision of this Agreement is invalid, it shall not affect the remainder of this Agreement, and the remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement this 10th day of May, 2016.

FOR THE BOARD

FOR THE HEAD OF SCHOOL