

## Seven Hills Charter Public School

### SUPERINTENDENT/EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

This Agreement is made as of the **XXX** day of **XXXX**, between Seven Hills Charter Public School (hereinafter the “School” or “Charter School”) and **XXXXXXXXXX** (hereinafter called “Superintendent”):

1. The Charter School hereby employs **XXXXXXXXXX** as Superintendent of the Seven Hills Charter Public School for a term of three (3) years commencing **July 1, 2017** and **terminating on June 30, 2020**. The Superintendent acknowledges and agrees that the Charter School has been granted a charter by the Secretary of Education of the Commonwealth of Massachusetts (the “Secretary”) to operate the Charter School. The Superintendent agrees to implement the DESE and Board approved School Design and to discharge the agreed upon job description and all obligations specified in the attached appendices. The Superintendent also understands and agrees that he/she is accountable to the Board, for implementation of the School Design as applied to the needs of the Charter School, and for the success of the School. The Superintendent further understands that Board President or designated committee will review and oversee implementation of the comprehensive design, including the general management of the School.

2. **Summary of Expectations and Responsibilities:** It shall be the duty of the Superintendent to exercise educational and managerial leadership of the Charter School, in accordance with the principles of the School Design. Specifically, but not by way of limitation, the Superintendent shall:

- a. communicate the vision that supports the goals of the Charter School as articulated in the School Design, and be a model of its values;
- b. develop and implement a comprehensive School Accountability Plan for achieving the School’s vision and work to achieve a common understanding of the direction within the broader school community;
- c. implement the principles and programs of the Design at the Charter School;
- d. supervise the program of instruction at the Charter School, in accordance with Board and DESE policies;
- e. develop and motivate an effective team of people jointly responsible for the attainment of School goals as articulated in the School Accountability Plan; select, assign, supervise and evaluate instructional and non-instructional staff and contractors, as provided in the Design; recommend staff salary and/or benefit changes, in accordance with budgetary requirements and compensation principles within the market place;

- f. continually monitor progress on all measures of School and staff performance; take action to achieve improvements as needed;
- g. administer the operating budget of the School, consistent with the School's Charter and the adopted annual budget approved by the Board of Trustees; and
- h. perform any and all other duties consistent with the above duties and those duties and responsibilities required in the operation of a Charter School.

3. **Employment Year:** The Superintendent will be on a twelve-month work year consisting of a minimum of 230 days. The Superintendent shall devote her full attention to the duties enumerated in this Agreement, and she shall accept no other employment, full or part time, during the term of this Agreement.

4. **Annual Salary and other Compensation:**

- a. The July 1, 2017 salary of the Superintendent will be \$XXXXX.
- b. The Superintendent's annual salary will increase by (1-3%) in each successive year of the contract thereafter based upon the availability of School funds and the performance evaluation completed by the Board of Trustees, all as determined in the sole discretion of the School. Notwithstanding the foregoing, in no event shall any percentage increase in salary provided to the Superintendent exceed the percentage increase provided to staff of the School for the same time period.
- c. In addition to the base salary set forth in 4a above, the Superintendent shall be eligible for an annual performance bonus of up to \$XXXX should, in any budget year within the contract, the SHCPS staff receive bonuses. The Superintendent would be eligible to earn the same amount not to exceed \$XXXX, based upon the availability of School funds as determined by the performance evaluation completed by the Board of Trustees.

5. **Additional Benefits:** The Superintendent shall be entitled to the following additional benefits during the period of her employment:

- Health Benefits - The Superintendent will be provided with the health insurance, dental insurance, life insurance, AD&D, short-term and long-term disability as provided by school policy. Such insurance coverage is provided subject to the eligibility standards and other requirements established by the insurance company.
- Teacher's Retirement - The Superintendent will be a member of the Massachusetts State Teacher Retirement system and subject to and the beneficiary of its requirements.

- 403B Contribution – The Superintendent will be eligible for the match as provided by school policy.
- Professional Development - The Superintendent will be reimbursed for reasonable expenses in accordance with applicable travel policy while attending or participating in professional development activities/conferences or other professional conferences or training opportunities, related to charter and key design elements as approved by the Board of Trustees.
- Membership Dues - The Superintendent will be reimbursed for membership dues to two professional education organizations of her choice.
- Reimbursement in a total annual amount not to exceed the cost of 2 approved courses/year taken by the Superintendent. If this is unused during the contract period, it is forfeited by the Superintendent.

6. **Evaluation or Performance Appraisal:** The Board of Trustees shall complete the annual performance appraisal of the Superintendent using the agreed upon performance appraisal framework and system. In accordance with the Management Agreement, a copy of the Superintendent's evaluation report shall be reviewed by the Board of Trustees each year. The evaluation will include:

- a review of student achievement and school progress as indicated in the school's End of Year Annual Report;
- a review of progress toward school goals as outlined in the SHCPS Strategic Plan.
- the Superintendent's self-assessment;
- Individual Board members evaluation using the adopted format

The Superintendent will be held accountable first and foremost for the continuous improvement of student achievement. In addition, the Superintendent shall be accountable for the following:

- implementation of the School Design, consistent with the needs of the Charter School;
- exceptional teacher performance and growth;
- highly positive customer satisfaction (students, parents, and staff) as measured by regular assessments;

- accurate, rigorous financial management of the School's budget; and
- participation in programs for continuous improvement.

7. **Dispute Resolution:** In the event of any dispute between the parties concerning the application of interpretation of any provision of this Agreement, which cannot be resolved between them, the matter shall be submitted for arbitration before an arbitrator mutually selected by the parties according to the Voluntary Labor Arbitration rules of the American Arbitration Association, upon no less than twenty (20) calendar days notice in writing to the other party. Each party shall bear its own expenses in the arbitration process. The arbitrator shall have no authority to add to, delete from or modify the terms of this Agreement.

8. **Dismissal:** The Superintendent's employment may be terminated as follows:

a. Termination by the School.

Without Cause. The School may terminate this Agreement without Cause at any time upon ninety (90) days prior written notice to the Superintendent. In such case, the Superintendent shall receive the then-current Base Salary and other benefits accrued but unpaid through the effective date of termination. At its sole discretion, the School may pay the Superintendent during all or part of this 90-day period without requiring him to provide any services pursuant to this Agreement.

For Cause. For *Cause* immediately upon written notice by the School to the Superintendent. For purposes of this Agreement, a termination by the School shall be for Cause if any one or more of the following has occurred:

The Superintendent shall have committed an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the School, including, but not limited to the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the School's business; or

The Superintendent shall have been charged with or pleaded guilty to, any crime triable upon indictment or involving moral turpitude; or

The Superintendent shall have been chronically absent from work (excluding vacations, illnesses or leaves of absence approved by the School); or

The Superintendent shall have refused, after explicit written notice, to obey any lawful direction by the Board which is consistent with The Superintendent's duties hereunder; or

The Superintendent shall have engaged in the unlawful use (including being under the influence) or possession of illegal drugs on the School's premises; or

The School shall have determined that the Superintendent has been guilty of misconduct, failed to perform the duties incident to his employment with the School or otherwise breached the terms of this Agreement, and such misconduct, failure or breach shall have continued for a period of thirty days after written notice to the Superintendent specifying such failure in reasonable detail

b. Termination by Superintendent.

For Good Reason. For *Good Reason* immediately upon written notice by the Superintendent to the School. For purposes of this Agreement, a termination by the Superintendent shall be for Good Reason if either of the following has occurred:

The School shall have materially diminished the duties, authority or responsibilities of the Superintendent without the consent of the Superintendent; or

The Superintendent shall have determined that the School has otherwise breached the terms of this Agreement and such breach shall have continued for a period of thirty days after written notice to the School specifying such breach in reasonable detail.

Voluntary Termination. The Superintendent may terminate this Agreement voluntarily upon ninety (90) days prior written notice to the School. In such case, the Superintendent shall receive the Base Salary and other benefits accrued but unpaid through the effective date of termination. At its sole discretion, the School may pay the Superintendent during all or part of this 90-day period without requiring him to provide any services pursuant to this Agreement.

9. This Agreement is entered into in, and shall be governed by the laws of the Commonwealth of Massachusetts.

10. This Agreement shall constitute the full and complete agreement between parties hereto and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

11. If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

12. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

13. Nothing in this Agreement shall be construed as delegating to the Superintendent any of the powers or authority of the Board which are not subject to delegation by the Board under Massachusetts law.

14. The Trustees of the Charter School shall not be liable hereunder personally and the Superintendent shall look only to the Charter School for performance of any obligations hereunder.

15. This Agreement shall be executed in duplicate originals.

***The Board of Trustees***

**Seven Hills Charter Public School**

**The Superintendent**

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

\_\_\_\_\_  
XXXXXXX

Date: \_\_\_\_\_

Date: \_\_\_\_\_