



HILL VIEW MONTESSORI

CHARTER Public School

EMPLOYMENT AGREEMENT – EXECUTIVE DIRECTOR

This agreement (hereinafter the “Agreement”) is effective as of the July 1, 2020 between [REDACTED] (hereinafter the “Executive Director”), and Hill View Montessori Charter Public School, a charter school organized pursuant to Massachusetts General Laws, Chapter 71, Section 89 and located at 75 Foundation Avenue, Haverhill, Massachusetts (hereinafter “HVM”).

WHEREAS, HVM is a public educational institution having as its charter and mission the education of youth in Haverhill, Massachusetts; and

WHEREAS, HVM desires to employ Executive Director, and Executive Director desires to be employed by HVM, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals; the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HVM and the Executive Director agree as follow:

1. **Interpretation.** For the purposes of this Agreement:
 - a. “Board” shall mean the Board of Trustees of HVM
 - b. “Commencement Date: shall mean the start of the employment Term as defined in Section 2.
 - c. “Confidential Information” shall mean all information that the Executive Director of HVM has a legal or ethical obligation not to disclose, or designated by the Board as confidential, including, but not limited to: academic, medical, social, financial and other records of applicants, students, and their families; academic records and personnel files of HVM’s employees; and that is otherwise exempt from disclosure under Massachusetts Public Records Law.

2. **Terms of Employment.**

Unless otherwise terminated under the provisions of Section 5 of this Agreement, the Executive Director shall be employed full time by HVM as the Executive Director for a term commencing July 1, 2020 and ending June 30, 2023.

Renewal of the contract for an additional term is at the sole discretion of the Board. The Board of Trustees will vote on any potential renewal no later than February 1, 2023.

3. **Duties of Employee.**

- 3.1 The Executive Director shall serve as Executive Director, subject to the direction and supervision of the Board. The Executive Director shall devote his full time to his role as Executive Director. In such capacity, the Executive Director's duties shall include, but not be limited to:
- a. Upholding and promoting HVM's vision and mission and providing direction for developing implementation strategies;
 - b. Exercising overall supervisory and managerial responsibility for HVM, its programs, activities and day-to-day operations, including, but not limited to, overseeing the course of study, the discipline to be observed and the assessment of student performance;
 - c. Selecting, hiring or engaging, supervising and discharging (as applicable), employees, independent contractors and volunteers, prescribing their duties and terms of office and setting their salaries (as applicable), within the budget approved by the Board;
 - d. Taking all reasonable actions necessary to uphold and fulfill HVM's charter;
 - e. Keeping the Board informed of the condition of HVM and all important factors influencing HVM's condition as is reasonably possible;
 - f. Preparing an annual plan that includes a budget for submission to the board for approval, managing HVM's operations within the approved plan and budget, and performing other fiduciary duties for the benefit of HVM;
 - g. Satisfactorily completing three annual performance goals written by the Executive Director, and additional performance goals as may be established by the Board of Trustees, or in cooperation with the Board and Executive Director. Such goals will form the basis for the Executive Director's annual performance evaluation, conducted according to the NCMPS Evaluation Guidelines;
 - h. Undertaking and complying with any and all other reasonable duties, obligations, policies, and codes of conduct (including, but not limited to, HVM's Fiscal Policy Guidelines) that are, or may be in the future, set forth in HVM's by-laws, reasonable established by the Board, or prescribed by the Commonwealth of Massachusetts in its statues or regulations (including, but not limited to, its reporting requirements).
- 3.2 The Executive director shall not at any time, except in the proper performance of his duties or pursuant to an order issued by competent authority, use, disclose or make available to any person any Confidential Information as defined in 1.c. During the term of this Agreement, the Executive Director shall use his best efforts to prevent the improper disclosure of any such Confidential Information by any other person in the employ of, or engaged by, HVM.
- 3.3 The Executive Director may, without the further permission of HVM or the Board, participate in professional activities so long as such activities do not interfere with, conflict with, or in any way hinder the Executive Director's ability to perform his obligations under this Agreement.

4.0 **Compensation.**

4.1 **Salary.** HVM shall pay Executive Director an annual salary of \$108,150 for the 12-month period between July 1, 2020 and June 30, 2023.

Such salary shall be payable in accordance with HVM's payroll policies. All withholding required by federal, state or other governmental authorities and any other amounts authorized by the Executive Director shall be deducted from each installment paid under this Agreement. The Board shall review and continue or increase the Executive Director's salary each year in connection with her performance as documented in the annual performance evaluation, conducted in accordance with the NCMPS Evaluation requirements and based on achievement of three-five annual goals.

4.2 **Professional Development.** Opportunities for professional development shall be provided, and associated, authorized expenses as set forth in section 4.7 herein will be reimbursed.

4.3 **Benefits.** During the Term of this Agreement, Executive Director shall have the right to participate in HVM's health insurance plan and its standard employee benefits program.

4.4 **Vacation, Sick Days and Personal Days.** As of the Commencement Date, Executive Director shall be entitled to twenty (24) days of paid vacation days per year. The Board chair will be notified in writing five days in advance of Executive Director taking two weeks of vacation. The Executive Director will provide that the absence will not hamper, cause hardship or interfere with the operation of HVM. A record of vacation usage shall be kept according to HVM Personnel policy. A maximum of ten (10) unused vacation days per year may be carried over to the following year and used by Executive Director. Any carry over vacation days must be used during the following year and will not be subject to reimbursement if not used. Any unused vacation time in excess of ten (10) days, at the end of the calendar cycle will be forfeited by the employee. Exceptions to this may only be granted in writing by a quorum of the Board.

The Executive Director is entitled to twelve (12) sick days per year that may accumulate to twenty-four (24) days over the course of this Agreement. The rules for all employees established in HVM Personnel policy are also binding on the Executive Director as to rate of accrual, and documentation of any extended illness.

There is no additional compensation for unused vacation or sick time at the end of each year of the Agreement.

4.5 **Holidays.** Executive Director shall be separately entitled to all official Massachusetts and Federal holidays.

4.6 **Bereavement Leave.** Executive Director shall be entitled to four (4) days of bereavement leave in the event of death of any immediate family member. (For purpose of this Agreement, immediate family member shall mean spouse, parent, in-law, child, stepchild, domestic partner, grandparent, and grandchild.)

- 4.7 **Business Expenses.** "Authorized Expenses" of the Executive Director, as defined in the Recommended Fiscal Policies and Procedures Guide of HVM, as it may be amended from time to time, shall be reimbursed by HVM.

5. **Termination of Contract.**

5.1 **Termination by Executive Director.** Executive Director may terminate this Agreement and the employment relationship upon written notice, sixty (60) days prior to the termination effective date.

5.2 **Termination for Cause.** HVM may terminate this Agreement and the employment relationship immediately, for good cause which shall be any reason that is not arbitrary and capricious. The Board will notify the Executive Director in writing for any such termination.

5.3 **Death of Employee.** This Agreement shall automatically terminate if Executive Director dies during the Employment term. The school shall pay to the estate of the Executive Director any salary accrued to the date of death. After such payment is made, all of the School's obligations and duties under this Agreement shall cease.

5.4 **Employer's Obligation Following Termination.** In the event of a resignation or termination of Executive Director or non-renewal of Executive Director's contract, pursuant to Section 5.2 and Section 5.1 above, Employer's only remaining obligation to Executive Director under this Agreement, in addition to obligations, if any, under any applicable benefits plans or as may be required by state or federal law, will be to pay any earned but unpaid salary through the date of resignation or termination. Following termination, the Board will determine a monthly prorated portion of the Executive Director's vacation pay and pay the Executive Director for unused vacation pay equal the number of full months that the Executive Director worked during the final contract year prior to termination.

5.5 **Return of Documents, Materials and Equipment.** Upon resignation or termination, Executive Director shall deliver to HVM and return, and shall not retain, any originals and/or copies of books, papers, files, computer programs and data bases, notes and other documents, data or other writings, tapes and records, and any materials or equipment of HVM, including, but not limited to, any documents which are the subject of or relate to Confidential Information, or otherwise relate to HVM, regardless of form, format or media, maintained by his or in his possession, or materials supplied to Executive Director during the course of attendance at or participation in any event paid for, or reimbursed to Executive Director, by HVM.

6. **Cessation of Operation.** This Agreement is explicitly contingent upon continued operation of HVM. Continued employment will terminate upon cessation of HVM's operations for any reason.

7. **Assignability.** This Agreement and the rights of the Executive Director hereunder, including the right to payment under Section 4 hereof, are personal to the Executive Director. Neither the Executive Director, the Executive Director's estate, nor the Executive Director's legal representative shall have any right to sell, assign, transfer, or otherwise convey this Agreement or the rights of the Executive Director hereunder, including, without limitations, the right to receive any payments hereunder.

8. **Notices.** Notice by HVM to the Executive Director shall be given by personal delivery, or by registered or certified mail, return receipt requested, addressed to the Executive Director's address of record with HVM, or at such other place as the Executive Director may from time to time designate in writing. Notice by the Executive Director to HVM shall be given by personal delivery to the chair of the board or by registered or certified mail, return receipt requested, addressed to the Chair of the Board, or at such other address as the Board may from time to time designate in writing. The date of personal delivery or the date of mailing of any notice under this Section shall be deemed to be the date of delivery thereof.

9. **Miscellaneous Provisions:**

9.1 **Binding Provisions.** This Agreement shall be binding upon and inure to the benefit of HVM and its successors and assigns and the Executive Director and the Executive Director's heirs and representatives.

9.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements and undertakings concerning same. This Agreement may be amended only by written instrument duly executed by both parties.

9.3 **Waiver.** No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

9.4 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity of partial invalidity or unenforceability of any provision hereof shall in no way affect any other provision hereof.

9.5 **Applicable Law.** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

9.6 **Counterparts.** This agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

By

(“EXECUTIVE DIRECTOR”)

Hill View Montessori Charter Public School

By

Name:

Title: Chair of the Board of Trustees

(“HVM”)