

Employment Contract
Between
The Board of Trustees of the Marblehead Community Charter Public School
And
Dr. Peter D. Cohen

This AGREEMENT, made on May 15, 2019, by and between THE BOARD OF TRUSTEES OF THE MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL, hereinafter referred to as the "Board," and Dr. Peter D. Cohen, hereinafter referred to as "Dr. Cohen" or the "Head of School." In consideration of the promises herein contained, the parties hereto mutually agree as follows:

ARTICLE 1
EMPLOYMENT OF HEAD OF SCHOOL

- 1.1 **EMPLOYMENT OF HEAD OF SCHOOL:** The Board hereby employs Dr. Peter D. Cohen as the Head of School of the Marblehead Community Charter Public School (hereinafter referred to as the "School,") and Dr. Cohen hereby accepts such employment on the terms and conditions set forth herein.
- 1.2 **TERM OF CONTRACT:** Unless terminated earlier pursuant to Article 7, the term of this Contract will run for three (3) years, from July 1, 2019 through and including June 30, 2022.
- 1.3 **OFFICIAL DUTIES:** As Head of School, Dr. Cohen shall be the Chief Executive Officer of the School and, consistent with the policies of the Board, as established and amended from time to time, the School's Charter and applicable state and federal laws and regulations, and shall have charge of the administration of the School. He shall faithfully perform the duties and responsibilities of the Head of School as specified in the School's Charter and the job description attached hereto and incorporated herein. Dr. Cohen shall supervise, directly and indirectly, all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the needs of the School. He shall advise the Board on policies and plans that the Board takes under consideration, shall take the initiative in presenting the Board with policy and planning issues for the Board's attention and perform additional duties as may be from time to time set forth by the Board. Except as otherwise permitted by this Contract, Dr. Cohen shall devote his full time and efforts to the performance of the duties and responsibilities of the Head of School in a faithful, diligent and efficient manner.
- 1.4 **EX OFFICIO BOARD MEMBERSHIP:** Pursuant to the School's Charter, as Head of School, Dr. Cohen shall be an ex officio member of the Board, with all rights and responsibilities as other Trustees including voting member, except that he may not participate in any matter regarding his own employment, compensation, discipline, retention, or removal and may not serve as an officer of the Board.
- 1.5 **WORK YEAR:** Dr. Cohen's work year shall consist of two hundred sixty (260) days during the twelve-month period commencing July 1 (that is, 5 days per week for 52 weeks per year). As Head of School, Dr. Cohen shall work full-time, year round, except as provided in Section 4 and if medically necessary, Section 5 of this agreement, and shall devote such time and effort necessary to complete his job. Such work days shall include days when school is scheduled to be in session and such other days as the job otherwise may require.

- 1.6 EDUCATOR LICENSE: Dr. Cohen shall furnish and maintain throughout the term of this Contract a valid and appropriate license qualifying her to act as Head of School, as required by the Massachusetts Department of Elementary and Secondary Education. Dr. Cohen shall provide the Board with documentation of licensure at each annual evaluation. Dr. Cohen warrants the validity of the credentials and experience proffered to the Board, and misrepresentations therein shall constitute good cause for discipline, up to and including, termination of employment.

ARTICLE 2

COMPENSATION OF THE HEAD OF SCHOOL

- 2.1 BASE SALARY: For all duties performed by Dr. Cohen under this Contract during the period from July 1, 2019 through June 30, 2020, Dr. Cohen shall be paid a base salary at the rate of one hundred twenty-five thousand dollars (\$125,000) per year. Dr. Cohen's base salary shall be increased by two thousand five hundred dollars (\$2,500) as of July 1, 2020 to one hundred twenty-seven thousand five hundred (\$127,500) provided that his evaluation for the year is overall satisfactory. Dr. Cohen's base salary shall be increased by two thousand five hundred dollars (\$2,500) as of July 1, 2021 to one hundred thirty thousand (\$130,000) provided that his evaluation for the year is overall satisfactory. In no event shall Dr. Cohen's base salary be reduced during the term of this Contract without his written consent.
- 2.2 PAYMENT OF BASE SALARY: The Board shall pay Dr. Cohen's base salary in equal installments in accordance with the School's rules, policies and practices governing the payment of professional personnel. In instances where there is a loss of pay resulting from absence from work, the daily pay rate for deductions shall be 1/260th of Dr. Cohen's annual salary for the year in which the loss occurs.
- 2.3 HOS DISCRETIONARY FUND: The Board will provide Dr. Cohen with an expense allowance, over and above the base salary provided for in Article 2.1 above, in the amount to be determined each year by the Board as reflected in the approved annual budget, to be used for business related expenses incurred in the performance of his duties and responsibilities. Such expenses shall be processed in accordance with School reimbursement policy.
- 2.4 MERIT PAY: Nothing in this Contract shall preclude the Board, in its discretion, from granting a merit pay increase to Dr. Cohen, based upon his outstanding service to the School.

ARTICLE 3

INSURANCE COVERAGE AND BENEFITS

- 3.1 MEDICAL AND DENTAL INSURANCE: In addition to other benefits provided under this Contract, the Board shall provide Dr. Cohen health and dental insurance coverage (family plan) throughout the term of this Contract to the same extent that such benefits are available to other School employees. Dr. Cohen shall be required to make the same employee contribution required of other school employees on the same plan.
- 3.2 DISABILITY INSURANCE: The Board shall provide short and long-term disability insurance coverage for Dr. Cohen throughout the term of this Contract to the same extent that such

benefits are available to other School employees. Dr. Cohen shall be required to make the same employee contribution required of other school employees on the same plan.

- 3.3 LIFE INSURANCE: During the term of this contract, if Dr. Cohen elects to obtain life insurance coverage, the Board shall pay the premium for such coverage, in an amount not to exceed \$350 per year. Dr. Cohen shall be responsible for any premium amount in excess of \$350 per year and shall assume responsibility for providing any personal information required by the insurer to secure the policy. The life insurance benefits shall be made payable to Dr. Cohen's named beneficiary(ies) and shall be in the amount of the current salary, not to exceed \$125,000 or the applicable increased salary in subsequent years as set forth in Section 2.1. Any benefit in excess of his current salary will be paid to the School.
- 3.4 RETIREMENT SYSTEM: Dr. Cohen shall be a member of and be permitted to participate in the Massachusetts Teachers' Retirement System (MTRS), as required by G.L. c. 32 and G.L. c. 71, §89.
- 3.5 OTHER BENEFITS AND PROGRAMS: In addition to the foregoing, Dr. Cohen shall be entitled to receive any other benefits and to participate in any other employee programs, whether or not expressly identified in this Contract, that are available to other School professional personnel.

ARTICLE 4

HOLIDAYS, VACATION, BEREAVEMENT AND PERSONAL LEAVE

- 4.1 HOLIDAYS: Dr. Cohen shall be entitled to the following twelve (12) paid holidays: New Year's Day; Martin Luther King, Jr Day; Presidents' Day; Patriots' Day; Memorial Day; Independence Day (July 4th); Labor Day; Columbus Day (Indigenous People's Day (Marblehead)); Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day.
- 4.2 VACATION LEAVE: Dr. Cohen shall receive twenty (20) days of paid vacation during each year of this Contract. These vacation days may be taken at any time during the course of the calendar year, at Dr. Cohen's discretion, in accordance with the HOS Oversight Policy. Dr. Cohen may carry over from year to year up to five (5) unused vacation days, provided that the total number of unused, accumulated vacation days shall not exceed twenty-five (25) days. Upon termination or expiration of this Contract, the Board shall pay Dr. Cohen the value of his unused, accumulated vacation days at his then-current per diem rate. In the event of the death of Dr. Cohen during the term of this Contract, the Board shall pay to his personal representative the value of his unused, accumulated vacation days within thirty (30) days of proof of his demise.
- 4.3 BEREAVEMENT LEAVE: Dr. Cohen shall receive five (5) days of paid bereavement days in the event that a member of his immediate family (his spouse, their children, parents and siblings) is critically ill or dies. No carryover or payout at end of the contract
- 4.4 PERSONAL LEAVE: Dr. Cohen shall be entitled to three (3) days of paid personal leave during each year of this Contract for personal business that cannot be conducted effectively outside of work hours. These personal leave days shall not be deducted from Dr. Cohen's available sick leave and may not be carried over from year to year. No payout of unused personal days shall be made at the end of the contract or if such is terminated early.

ARTICLE 5
SICK LEAVE

- 5.1 SICK LEAVE: Dr. Cohen shall receive fifteen (15) days of paid sick leave during each year of this Contract. Dr. Cohen may carry over from year to year up to five (5) unused sick days, provided that the total number of unused, accumulated sick days shall not exceed twenty (20) days. No payout of sick leave shall be made at end of the contract or its early termination.
- 5.2 Leave taken under this article or the preceding article shall be credited against leave that is or may be available under the federal and state laws pertaining to Family and Medical Leave Act at the time the leave is to be taken, and in accordance with School Policies..

ARTICLE 6
EVALUATION OF HEAD OF SCHOOL AND EXTENSION OF TERM

- 6.1 ANNUAL EVALUATION: The Board shall evaluate Dr. Cohen's job performance annually. Said annual evaluation shall be completed on or before June 1st of each year of the Contract. The evaluation shall be conducted in accordance with an MCCPS HOS Evaluation Policy and Procedure approved by the Board. All discussions of Dr. Cohen's performance shall be open to the public (in accordance with the Massachusetts Open Meeting Law G.L. c.30A Sections 18 to 25).

ARTICLE 7
SUSPENSION, TERMINATION OF EMPLOYMENT AND RENEWAL/NON-RENEWAL

- 7.1 SUSPENSION OR TERMINATION FOR CAUSE. The Board may suspend Dr. Cohen from his employment without pay for good cause at any time during the term of this Contract, or may terminate his employment for good cause provided, however, that in case of termination the Board shall (i) give Dr. Cohen fifteen (15) business days' written notice of its intent to terminate; (ii) give Dr. Cohen its decision to terminate in writing; (iii) upon written request, provide Dr. Cohen with the written reason(s) for such termination; and (iv) upon written request from Dr. Cohen prior to the expiration of fifteen (15) business days following written notice of its intent to terminate, hold a hearing, which may be held in public or in private (in accordance with the Massachusetts Open Meeting Law G.L. c. 30A sections 18 to 25) at which time he shall have the opportunity to answer the charges against him. The decision of the Board after such hearing shall be final and binding, subject to such arbitral or judicial review as may be provided under applicable law. "Good cause" hereunder shall mean any ground that is put forth by the Board in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school, and may include, but is not limited to, inadequate performance, incompetence, incapacity, insubordination and misconduct including off-duty behavior that detracts from the position of Head of School as a community leader.
- 7.2 NON-RENEWAL OR RENEWAL BY THE BOARD. Unless this Contract is terminated earlier, the Board shall provide Dr. Cohen with either written notice on or before November 30, 2021 of its intent not to renew his Contract at its termination date, or its intent to renew his contract. In the event of a decision to renew the contract, the Board shall present a proposed successor contract to Dr. Cohen no later than January 31, 2022. In no event shall

this Contract of Dr. Cohen's employment renew automatically. Failure to provide Dr. Cohen with written notice by November 30, 2021 shall be considered to be the same as notice of the Board's intent not to renew his contract, and Dr. Cohen's employment will end at the Contract's termination date. It is expressly understood and agreed that the non-reappointment of Dr. Cohen by the Board upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a termination of employment within the meaning of Section 7.1 above, and the requirements thereof shall not be applicable in such circumstances.

7.3 NOTICE OF TERMINATION BY DR. COHEN. In the event that Dr. Cohen desires to terminate this Contract before the term has expired, he may do so by giving at least six (6) months written notice of his intention to the Board.

7.4 NON-RENEWAL OR REVOCATION OF CHARTER: In the event the School's charter is not renewed or is revoked and the school must cease operations during the term of this contract, Dr. Cohen shall cooperate with the Board for a period of up to six (6) months in fulfilling the closing procedures established by the Massachusetts Department of Elementary and Secondary Education and described in the Closing Procedures Protocol available from the Charter School Office. Thereafter Dr. Cohen's employment and rights under this contract cease.

ARTICLE 8 **INDEMNIFICATION**

8.1 The Board shall defend, hold harmless and indemnify Dr. Cohen, to the extent permitted by G.L. c. 71, §89 and G.L. c. 258, §9, against all demands, claims, suits, actions and proceedings brought against him, individually or in his capacity as an agent or employee of the Board, for acts or omissions occurring while he is acting within the scope of his employment, provided that he furnishes the Board with written notice of any such demand, claim, suit, action or proceeding before costs are incurred, and provided further that he complies with all obligations to assist in any proceeding instituted in which indemnification under this provision is applicable. The Board will not be obligated to defend, hold harmless or indemnify Dr. Cohen in connection with any dispute related to this contract, any suspension or termination proceeding in accordance with Section 7.1 of this contract, any criminal proceeding against him or any internal investigation into allegations of misconduct by him, regardless of the eventual outcome of such matter.

8.2 Should the Board offer to provide Dr. Cohen with representation in accordance with Section 8.1 above, and Dr. Cohen declines, choosing instead to be represented by his own attorney, the Board shall not be responsible for his legal fees or other litigation expenses and shall not be liable for damages, if any, unless the Board specifically approves of Dr. Cohen's counsel in advance, which approval shall not be unreasonably withheld.

8.3 This indemnification obligation shall survive the expiration of this Contract or the cessation of the employment relationship by any means other than dismissal for good cause.

ARTICLE 9 **COORDINATION AND COMMUNICATION**

9.1 COOPERATION: Dr. Cohen shall work with the Board to develop and maintain a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating

and adopting policy requiring the Board's governance action pursuant to Massachusetts law and the School's Bylaws.

- 9.2 ADMINISTRATIVE AUTHORITY: The Board shall delegate to Dr. Cohen the administrative responsibility and commensurate authority for administering the School to the extent permitted by Massachusetts law and the School's Bylaws.
- 9.3 COLLECTIVE BOARD: The Board acknowledges that it is a collective body. Each Board Member acknowledges his/her power as a Board Member is derived from the collective deliberation and action of the Board as a whole taken in a duly-constituted public meeting and that no Board Member has individual authority to give direction to the Head of School or any staff member regarding the management of the School or the solution of specific problems.
- 9.4 REFERRAL OF ISSUES: It is agreed that the Board and its individual Board members shall, in a timely manner, refer to Dr. Cohen for his study and recommendation any criticisms, complaints, and suggestions brought to the attention of the Board or its members. Dr. Cohen shall, in a timely manner, refer to the Board any matters that are brought to his attention that may pertain the any of the Board's or School's interests. Should any of said matters involve legally protected private information of any students, faculty or School Employees, said information shall be redacted accordingly prior to the referral of the matter(s) to the Board. Both the Board and Dr. Cohen shall act in accordance with School Communication Policies and Protocols.

ARTICLE 10

OTHER

- 10.1 Relocation/Moving Expenses: Upon acceptance of itemized receipts, the School shall reimburse the Head of School up to a maximum of Five Thousand Dollars (\$5,000) for relocation/moving expenses incurred prior to June 30, 2020. The HOS is responsible for any taxes or tax consequences related to the Relocation/Moving Expenses.

ARTICLE 11

GENERAL CONDITIONS

- 11.1 ENTIRE AGREEMENT: This document, including Appendix A, embodies the entire agreement between the Board and Dr. Cohen, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained in the Contract.
- 11.2 SEPARABILITY OF PROVISIONS: If a court of competent jurisdiction deems any provision of this Contract, or any application of the Contract to Dr. Cohen, to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions and applications of this contract shall continue in full force and effect.
- 11.3 AMENDMENTS: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.
- 11.4 MEDIATION: If a dispute arises out of or relates to this Contract or the breach thereof, and if the dispute cannot be settled by negotiations between the parties, the parties agree to attempt in good faith to settle the dispute through mediation administered by the

American Arbitration Association or another agreed-upon dispute resolution procedure before resorting to litigation.

11.5 **JURISDICTION:** This contract shall be construed and interpreted in accordance with all laws, rules, and regulations applicable in the Commonwealth of Massachusetts. Any legal proceedings, including mediation or litigation, shall be convened in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract
on _____ 2019.

MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL

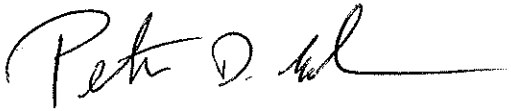
_____ Date: May 15, 2019

Mr. Arthur F. Sullivan, III, Chair

_____ Date: May 15, 2019

Mr. Karl Smith, Treasurer

HEAD OF SCHOOL



_____ Date: May 15, 2019

Dr. Peter D. Cohen

**MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL
FUNCTIONAL JOB DESCRIPTION**

Position Title: MCCPS Head of School

Reports to: MCCPS Board of Trustees

Position Summary:

The Head of School (HOS) of the Marblehead Community Charter Public School (MCCPS) is expected to lead the Board, Faculty, Staff, Students, Parents and Community Members in further strengthening the vision of the school and implementing its strategic plan. The HOS will lead the continuous improvement process, advance the successful academic program consistent with the MCCPS mission and charter, and be accountable for the results. The HOS will promote school-wide innovation and cultivate an extraordinary professional team. The HOS will create and strengthen networking and optimize the school's financial and regulatory systems. The HOS is responsible for implementing policies established by the MCCPS Board of Trustees (Board) and is directly accountable to the Board. The HOS is authorized to take such actions as may be necessary for proper conduct of the School, subject to the budgetary guidelines and in accordance with the school's strategic plan and related policies as adopted by the Board. The HOS will ensure the school upholds and complies with the terms of the current Charter granted to MCCPS, as approved, and shall adhere to any and all applicable laws.

Essential Functions:

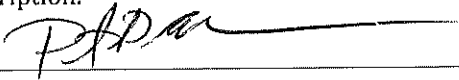
1. Ensure that the Board of Trustees is kept fully informed on the conditions and operations of MCCPS. Attend and participate fully in Board meetings.
2. Establish a sound organizational structure for MCCPS, in consultation with the Board.
3. Plan, formulate and recommend for approval to the Board of Trustees policies and programs to further the mission of the School.
4. Ensure that all MCCPS funds, physical assets, and property are appropriately safeguarded, administered and maintained.
5. Hire, evaluate and set compensation package for all faculty and staff as necessary in accordance with School policy.
6. Enable the professional development of faculty and staff. Inspire innovation at every level.
7. Supervise curriculum development and ensure its continuous evaluation and improvement.
8. Oversee student services including student discipline and reporting to appropriate government agencies.
9. Communicate regularly and effectively with the MCCPS community in accordance with School policy.
10. Maintain and improve community relations, including relations with the town of Marblehead.
11. Substantially improve the development and fundraising capacity of MCCPS.
12. Understand and follow DESE regulations, state and federal laws, and any applicable regulations; recommend appropriate corrective actions and strategies for compliance.

Qualification/Education/Experience:

1. Must be able to perform each essential duty satisfactorily.
2. Master's degree (M.Ed.) in Education or Special Education preferred.
3. Two or more years of experience in education administration. Must have demonstrated experience with personnel supervision in a school.
4. Must hold a school administrator certificate or a state approved equivalent.
5. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
6. Ability to communicate clearly and effectively in oral and written form.
7. Knowledge of modern principles, methods, and techniques of administration and program planning.
8. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, Peter Cohen, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. The MCCPS Board of Trustees reserves the right to change any part of this job description, as circumstances require. It is intended that the terms of the executed employment contract, including any approved amendments to that contract, are incorporated within the job description for the duration of that contract and thereby become part of the job description.

Employee's Signature  Date 5.14.19