

HAMPDEN CHARTER SCHOOL OF SCIENCE

Hampden Charter School
of Science
20 Johnson Road
Chicopee, MA 01022
Phone. (413) 363 4103
Fax. (413) 294 2648
www.hampdencharter.org

HAMPDEN CHARTER SCHOOL OF SCIENCE DIRECTOR CONTRACT

THIS EMPLOYMENT AGREEMENT ("Contract") is made this _____ **day of July , 2016**,
between Hampden Charter School of Science ("HCSS"), located at 20 Johnson Road
Chicopee, MA 01022 and _____

(LAST NAME)

(FIRST NAME)

(MIDDLE INITIAL)

(FULL ADDRESS)

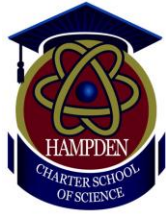
WHEREAS, upon the terms and subject to the conditions of this Contract and Massachusetts State law and/or regulations, the Employee is being employed as a employee of HCSS for the 2016-2017 academic year;

WHEREAS, the parties acknowledge that the success of HCSS depends to a significant extent upon the Employee's commitment to providing a quality education and loyalty to the Mission of the school;

WHEREAS, the purpose of this Contract is to provide for the terms and conditions of the Employee's employment by HCSS;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, HCSS and the Employee agree as follows:

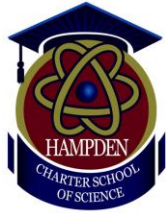
1. **Position:** HCSS hereby employs the Employee and the Employee accepts such employment, as a **full time Director** with the HCSS, for the academic school year of 2016-2017. The Employee represents and warrants to HCSS that the Employee is duly accredited within the State of Massachusetts pursuant to the Massachusetts Department of Elementary and Secondary Education to perform the duties of the position as an Employee for HCSS.
2. **Term:** Subject to the provisions of termination as hereinafter provided, the term of this Contract shall begin on the **August 1, 2016** and shall end **July 31, 2017** ("Term").
3. **Compensation:** HCSS agrees to pay the Employee the total annual sum of **\$101,000.00**
4. **Duties:**
 - a) Act consistently in accordance with the stated philosophy and objectives and abide by the established rules, regulations, policies and procedures of the School;
 - b) Adhere to Massachusetts Charter School Law, State Board of Education rules and regulations, school regulations and procedures, and contractual obligations.
 - c) Complete in a timely fashion all records and reports as required by law and regulation
 - d) Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and agencies associated with the school.
 - e) Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic, and thermal environments to ensure compliance with all applicable codes and regulations.



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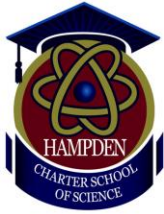
- f) Maintain visibility with students, parents, and the community, attending school and community functions regularly to demonstrate a genuine interest in the students and staff.
- g) Use effective presentation skills when addressing students, staff, parents, and the community, including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech.
- h) Communicate with the Board regularly about the needs, successes, and general operation of the school and perform duties as the Board directed.
- i) Research and collect data regarding the needs of students, and other pertinent information affecting the design and implementation of services and programs, using the information to recommend new programs and modifications in existing programs.
- j) Supervise the educational program and provide curriculum and instructional leadership at the site level, and interpret and implement best practice instructional programs.
- k) Summarize, interpret, and disseminate current developments in learning theory and research, instructional strategies and classroom management through reading of professional journals, participation in professional development, and involvement in professional organizations.
- l) Assure principles of adult learning theory are used in designing and delivering effective training programs for staff and community.
- m) Coordinate program evaluation and ensure compliance with all local, state and federal guidelines, policies and law at the school site.
- n) Supervise the implementation of the state and district-testing program at the site.
- o) Conduct periodic evaluation of staff employed by the school using Massachusetts State standards;
- p) Conduct staff meetings; prepare agenda and serve as president on staff committees.
- q) Observe the operation of classrooms and provide assistance to teachers and students in achieving educational goals.
- r) Assist with the recruitment, selection, assignment and transfer of licensed and classified personnel through coordination with the Administrative Team.
- s) Ensure that personnel and student record keeping procedures comply with state and federal law and district policy.
- t) Supervise and attend parent teacher interviews, institutes, and in service training as required;
- u) Maintain positive and mutually supportive relationships with parents, and representatives of resource agencies within the community, seeking their support and advice, so as to create a cooperative relationship to support the student in the school.
- v) Encourage and work with an active PTO that supports the efforts of the school.
- w) Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school and district,
- x) Facilitate resolutions between parents, students and teachers regarding educational or disciplinary issues that may arise.
- y) Understands that unless terminated earlier in accordance with this Agreement, Employee is obligated to perform services during the entire period of the Agreement, as above indicated, in accordance with and during the established days of the school calendar and schedule.
- z) The Employee shall report directly to the Board of Trustees.



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5. **Information:** This Contract is conditioned on Employee's satisfactorily providing the teaching credentials and other records and information required by law, Massachusetts Department of Elementary and Secondary Education and/or HCSS. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may be grounds for discharge. Employee hereby represents that employee has made written disclosure to HCSS of any conviction for a felony or an offense involving moral turpitude.
6. **Taxes:** Employee agrees that all applicable federal and state taxes including social security taxes, and other related taxes and fees will be withheld and net wage will be paid.
7. **Termination:** The following addresses termination of the Contract:
 - a) **Termination by HCSS.** This Contract may be terminated at any time by HCSS without cause, for any or no reason whatsoever, including, but not limited to, convenience, without penalty (i.e., your employment is at-will).
 - b) **Termination by the Employee.** This Contract may be terminated by the Employee upon written notice to the Board of Trustees of the HCSS at least sixty (60) days prior to termination. Any such resignation will be ratified by the HCSS Board of Trustees at its next meeting.
 - c) **Death During Employment.** The death of the Employee during the term of employment shall terminate this Contract, and all requirements under the Contract with regard to payment for services, effective the date of the Employee's death. The HCSS shall forward payment for services rendered by the employee to the Employee's estate.
 - d) **Reduction In Force.** The HCSS maintains at all times the legal right to conduct a reduction in force pursuant to the laws governing public schools in the State of Massachusetts, which entitles HCSS to terminate this Contract accordingly. A determination by HCSS that a financial exigency, program change, or any other legally permissible reason requires that all or some of the contracts of the HCSS employees be terminated during the Contract term constitutes good cause for immediate discharge without any further compensation. Financial exigency, as used herein, means any event or occurrence that creates a need for HCSS to reduce financial expenditures for personnel including, but not limited to, a decline in HCSS's financial resources, a decline in enrollment, a cut in funding, and/or an unanticipated expense or capital need. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on the HCSS-wide, a



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redirection of financial resources to meet the educational needs of the students, and/or a lack of student response to a particular course offering.

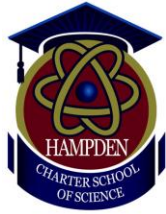
- e) Ability To Serve As A Charter School: This Contract is contingent upon continual state and federal funding of the HCSS. If the HCSS's charter is revoked, or the HCSS is in any way prohibited from serving as a Massachusetts public school, the HCSS may suspend and/or terminate this Contract, at the discretion of the HCSS, for the remainder of its Term.

8. **Confidential Information:** Employee is required to keep confidential all information that Employee obtains, learns, or comes into control of, through or by way of Employee's employment under this Contract that qualifies as being confidential under the Massachusetts statutes and regulations and/or under any HCSS policy, rule or regulation ("Confidential Information"). Confidential Information includes, but is not limited to:

- (a) Business or financial information of the HCSS, including, but not limited to, information regarding the HCSS staff, students and/or Board members;
- (b) Information relating to individual staff members of the HCSS; and/or
- (c) Information relating to the students of the HCSS, including, but not limited to, student records, health or medical information, and discipline records.

Employee understands and agrees that all Confidential Information must be kept confidential whether provided directly by the HCSS to Employee or not, whether Employee is given access to the Confidential Information or not, or whether the Confidential Information is inadvertently disclosed to Employee or not. Employee agrees to keep the Confidential Information, and all documentation and information relating thereto, strictly confidential. Employee agrees that, except as expressly authorized in writing by the HCSS or otherwise required by a court of law, Employee's method(s) in maintaining the confidentiality of the Confidential Information shall include, but shall not be limited to:

- a) not disclosing Confidential Information to any third party;
- b) not using Confidential Information for the benefit of anyone or anything other than for the express purpose of the Confidential Information and pursuant to the direction of the HCSS;
- c) not copying Confidential Information for any reason, unless authorized by the HCSS;
- d) not removing Confidential Information from the HCSS premises;
- e) returning to the HCSS any and all Confidential Information upon completion of any work for the HCSS requiring Employee to have access to such Confidential Information; and/or
- f) returning to HCSS all Confidential Information within the control of Employee upon Employee's separation from employment with the HCSS for whatever reason.

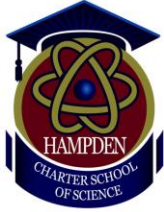


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All intellectual property rights are vested in the HCSS to the extent permitted by law.

9. **Background:** This Contract is valid only if the Employee's criminal background does not disqualify him/her, as determined by HCSS, from being employed by the HCSS. Should the HCSS decide not to employ the Employee on the basis of Employee's criminal background, this Contract is void.
10. **Applicable Law/Rules/Regulations:** This Contract and Employee's employment with the HCSS are subject to all applicable federal and state laws, rules, and regulations. All requirements of the charter school laws and regulations are made part of the Contract.
11. **Notice:** Any notice required or desired to be given hereunder shall be deemed given when (1) deposited with the United States Postal Service, postage prepaid, addressed to the person to receive notice at his or her address as it appears herein, or such other address as may have theretofore been specified by such person in a notice pursuant hereto, or (2) delivered in person to the other party.
12. **Waiver:** The failure by a party to exercise or enforce any of the terms or the conditions of this Contract will not constitute or be deemed a waiver of that party's rights hereunder to enforce each and every term of this Contract. The failure by a party to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein.
13. **Governing Law:** The validity, construction, and interpretation of this Contract on the rights and duties of the parties hereto shall be governed by and in accordance with the laws of the State of Massachusetts, without reference to choice of law rules.
14. **Severability:** The provisions of this Contract are severable and independent, and if any word, phrase, clause or sentence of it is found to be illegal or unenforceable for any reason, the balance of this Contract shall remain in full force and effect. In the event of any dispute arising hereunder, this Contract shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Employment Contract or any part hereof. If any provision of this Contract is declared or found to be illegal, unenforceable or void under the laws of the State of Massachusetts or of the United States, the remainder of this Contract shall remain valid and enforceable to the extent feasible.
15. **Entire Agreement:** This Contract constitutes the entire agreement between the parties hereto relating to the specific matter hereof. There are no terms, prior agreements, statements, representations, obligations, covenants, or conditions other than those contained herein that shall be effective or binding on either the Employee or the HCSS. No amendment, variation or modification of this Contract will be deemed valid unless in writing and signed by the Employee and the HCSS.



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16. **Jurisdiction and Venue:** This Contract shall be governed by and construed under the substantive laws of the State of Massachusetts. Venue for any action to enforce or interpret this Contract, appropriately signed, shall be in Hampden County, Massachusetts, or the Administrative Law Court, as appropriate.

Volkan Yesilyurt, Chairman

Dated: _____

Employee

Dated: _____