

## EMPLOYMENT AGREEMENT

This agreement (the "Agreement") is entered as of the \_\_\_\_\_ day of December, 2011 by and between (name), an individual residing at (address) (hereinafter the "Employee"), and the Benjamin Banneker Charter School, a Charter School organized pursuant to Massachusetts General Laws, Chapter 71, Section 89 and located at 21 Notre Dame Avenue, Cambridge, Massachusetts 02140 (hereinafter the "School").

### **1. INTRODUCTION**

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

WHEREAS, the School desires to employ Employee, and Employee desires to be employed by the School, 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, the School and the Employee agree as follows:

### **2. INTERPRETATION**

2.1. For purposes of this Agreement:

- a. "Board" shall mean the Board of Trustees of the School.
- b. "Commencement Date" shall mean the start of the Employment Term as defined in Section 3.1.
- c. "Confidential Information" shall mean all information that the Employee or the School 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 the School's employees; information regarding the business, financial, or strategic plans of the School or personal information of the Employee; or the terms of this Agreement.
- d. "Subscriber" shall mean the person in whose name health insurance coverage is obtained.
- e. "Term of Employment" shall mean the period as defined in Section 3.1 of this Agreement.

- 2.2. The headings in the Agreement have been inserted for convenience of reference only and shall in no way define, limit or describe the scope or substance or any provisions of this Agreement.

### **3. TERM OF EMPLOYMENT AND OF AGREEMENT**

3.1 Unless otherwise terminated under the provisions of Section 6 of this Agreement, the Employee shall be employed by the School for a term commencing January 1, 2012 and ending June 30, 2014 (the "Term of Employment" or "Term"). The term of this Agreement shall be the same as the Term of Employment and this Agreement may be renewed or extended only if the parties reach a written agreement prior to Friday, June 13, 2014 (any such renewal, to be deemed part of the Term).

### **4. DUTIES OF EMPLOYEE**

4.1 The Employee shall serve as the Executive Director of the School, subject to the direction and supervision of the Board. In such capacity, the Employee's duties shall include, but not be limited to:

- a. Exercising overall supervisory and managerial responsibility for the School's employees, programs and activities;
- b. Making all personnel decisions within the School, subject to the Board's approval, including: assessing staffing needs; hiring and firing of the School's employees; developing employee salary scales; writing personnel policies and position descriptions, and completing and organizing personnel files.
- c. Overseeing the development of budgets and other financial reports as directed by the Board.
- d. Serving as an ex-officio member of the Board; and
- e. Complying with any and all other duties, obligations, policies, and codes of conduct that are, or may in the future be, set forth in the School's by-laws, the Employee's job description (a copy of which is attached hereto as Exhibit A), established by the Board or prescribed by the Commonwealth of Massachusetts in its statutes or regulations.

4.2 The Employee shall not:

- a. During the Term of this Agreement, do anything that brings the School into disrepute or harms the goodwill or commercial image of the School.
- b. At any time, except as reasonably necessary in the performance of her duties or pursuant to an order issued by competent authority, use, disclose or make available to any person other than those individuals that need to know any Confidential Information of the School. During the Term of this Agreement, the Employee shall use her reasonable efforts to prevent the disclosure of any

such Confidential Information by any other person in the employ of the School.

4.3 The Employee may, without the further permission of the School or the Board, participate in professional activities so long as such activities do not interfere with, conflict with, or in any way hinder the Employee's ability to perform her obligations under this Agreement.

## 5. COMPENSATION

5.1 Salary: The School shall pay the Employee a salary of \$ \_\_\_\_\_ for her work during the Term of Employment as defined in Section 3.1. Such salary shall be payable in bi-weekly installments. All salary payments shall be subject to legally required by federal and state tax withholding and any voluntary deductions authorized in writing by the Employee. The Board shall review the Employee's salary each year in connection with her performance to determine an appropriate increase if warranted.

5.2 Insurance: During the Term of this Agreement, Employee shall have the right to participate in the School's health insurance plan ("School Health Plan") including dental insurance to the same extent as other professional employees of the School.

5.3 Vacation: As of the Commencement Date, Employee shall be entitled to twenty (20) days of paid vacation per year. Employee may use such vacation at any time, upon prior notice to the Board.

5.4 Holidays: The Employee shall receive thirteen (13) paid holidays per year. New Year's Day, Martin Luther King Jr. Day, Patriot's Day, President's Day, Good Friday, Veterans' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

5.5 Sick Leave: As of the Commencement Date, the Employee shall be entitled to twelve (12) sick days per year. After seven (7) consecutive sick days, the Employee qualifies for short term disability benefits. Premiums on the short term and long term disability insurance policies are paid 100% by the School. The long term disability policy benefits commence at the expiration of short term disability benefits.

5.6 Other Leave: As of the Commencement Date, the Employee shall be entitled to take three (3) days of paid leave for any reason ("Personal Days") per year. Leave for purposes of bereavement or other family needs will be handled consistent with procedures for other professional employees of the School. Leave for jury duty and military service will be available to the full extent required by law.

5.7 Payments for Unused Leave: At the expiration of the Term of this Agreement, or upon the Employee's termination pursuant to Sections 6.1 or 6.2 of this Agreement, the School agrees to pay the Employee for up to twenty (20) unused vacation accrued by the Employee during the Term of this Agreement, or any extension thereof. The parties agree that the amount of such payment shall be determined by multiplying the number of qualifying unused vacation days by the Employee's annual salary at the time of termination divided by two hundred sixty days (260). There shall be no payment for unused paid holidays, sick leave, or personal days.

5.8 Other Paid Leaves, Holidays or School Closings: Employee will not be eligible for any other paid leaves, holidays or school closings including, but not limited to, snow days (unless the School is closed), December, February, and April breaks and summer recess.

5.9 Massachusetts Teacher Retirement System:

- a. During the Term of this Agreement, the School shall forward all required deductions from Employee's salary to the Massachusetts Teacher Retirement System ("MTRS").
- b. The Employee may elect to contribute any additional amounts to the retirement account permitted by the relevant laws and regulations.

5.10 Professional Development: During the Term of the Agreement the School shall allocate \$5,000 to be spent at the reasonable discretion of the Employee towards professional development activities of the Employee.

**6. TERMINATION**. Notwithstanding any provisions in this Agreement to the contrary, this Agreement and the Employee's employment may be terminated at any time as follows:

6.1 Without Cause: Upon a majority vote of the Board, the School may terminate the Employee's employment at any time during the Term (or any Term extension) upon forty-five (45) days prior written notice to Employee. In such event, the Employee shall be entitled to severance of twelve (12) months of (i) Employee's then current salary and (ii) continued health and welfare benefits. Payment of the salary portion of the severance shall be made in a lump sum, less applicable taxes and withholdings, no later than thirty (30) days after the termination date. The Employee shall also be entitled to payment of all accrued and unused paid time off, less applicable taxes and withholdings. The School shall comply with all applicable provisions of COBRA.

6.2 Resignation by Employee: Employee may resign her employment with the School for any reason upon not less than forty-five (45) days prior written notice. The Employee shall be entitled to payment of all accrued and unused paid time off, less applicable taxes and withholdings. The School shall comply with all applicable provisions of COBRA. The School shall not make any severance payment to the Employee.

6.3 Cessation of Operation: This Agreement will terminate upon cessation of the School's operation for any reason. In such event, Employee shall be entitled to severance of forty-five (45) days of the Employee's then current salary. Payment of the severance shall be made in a lump sum, less applicable taxes and withholdings, no later than thirty (30) days after the termination date. The Employee shall also be entitled to payment of all accrued and unused paid time off, less applicable taxes and withholdings. The School shall comply with all applicable provisions of COBRA.

6.4 Termination for Cause: The School may terminate the Employee's employment with cause, as defined below. In such event, the Employee shall not be entitled to severance benefits. The Employee shall be entitled to payment of all accrued and unused paid time off, less applicable taxes and withholdings. The School shall comply with all applicable provisions of COBRA. "Cause" shall mean the occurrence of any of the following events:

(a) The Employee has misappropriated any funds or property of the School or of another employee of the School, or has willfully destroyed property of the School;

(b) The Employee has been convicted of or pleaded nolo contendere to any crime that impairs the Employee's ability to perform her duties and responsibilities for the School, or that causes or may cause damage to the operations or reputation of the School, or that involves fraud, embezzlement or moral turpitude;

(c) The Employee has (i) obtained personal profit from any transaction involving the School without the prior written consent of the Board or (ii) engaged in any other conduct which constitutes a breach of fiduciary duty to the School or the Board;

(d) The Employee's use of alcohol or illegal drugs has interfered with her ability to perform her duties and responsibilities to the School;

(e) The Employee has willfully made any materially untrue statement or material omission on or in support of the Employee's application for employment with the School;

(f) The Employee has been excessively late for work at the School or has disregarded the School's rules regarding work hours and/or has misused or overused sick leave or other personal leave;

(g) The Employee has disclosed to any unauthorized individual any Confidential Information of the School; or

(h) The Employee has engaged in any material violation of the School's policies or rules or has committed gross negligence or willful misconduct in the performance of her duties for the School.

## **7. DUTIES OF THE SCHOOL**

In addition to having a responsibility for prompt payment and provision of benefits under Section 5, the School (and Board) shall have the following responsibilities to the Employee:

7.1 Confidentiality. The School and Board shall not disclose to any third party any Confidential Information of the Employee (including the terms of this Agreement), without the Employee's prior written consent.

7.2 References. The School (and Board) agrees to provide the Employee with a positive recommendation and serve as a reference for the Employee upon Employee's request at any time during the Term or after termination (except where the Employee is terminated for cause) or expiration of this Agreement.

7.3 No Negative Comments. The School (and Board) agrees not to make any negative or disparaging comments about the Employee to the public or to any third party at any time.

## **8. DISPUTES**

8.1 Dispute Resolution and Arbitration: The parties agree to attempt to negotiate any dispute hereunder in good faith for a reasonable period of time prior to commencement of litigation and if such negotiations fail, then such dispute shall be submitted to binding arbitration. Such arbitration shall be conducted in Massachusetts and in accordance with rules promulgated by the American Arbitration Association. This provision shall not apply to any suit for injunctive or other equitable relief.

8.2 Fees, Costs, and Expenses: All fees, costs and expenses incurred by each party in such arbitration, including without limitation, the arbitrator's fees and attorney's fees, shall be borne by each party unless otherwise ordered by the arbitrator.

## **9. INDEMNIFICATION**

The School shall indemnify, hold harmless, and defend the Employee against any claims brought against the Employee arising out of and within the scope of Employee's duties to the full extent allowed by law. The School shall not indemnify or hold harmless Employee to the extent that any claim involves the deliberate or willful misconduct of the Employee.

## **10. NOTICE**

10.1 Any notice or other information required or authorized by this Agreement shall be placed into the United States Mail, Certified Mail or by recognized overnight delivery service addressed as provided below or to such other location as either party notifies the other in the manner set forth herein:

- |                      |   |
|----------------------|---|
| a. To Employee at:   | Adress of staff   |
| b. To the School at: | 21 Notre Dame Avenue<br>Cambridge, MA 02140<br>Attn: Chair of the Board of Trustees |

## **11. ASSIGNMENT**

11.1. This Agreement is the Employee's personal undertaking and Employee may not transfer or assign any of her rights or delegate any of her duties hereunder. The rights and obligations of the School under this Agreement, upon written notice to the Employee and:

- a. upon any assignment, shall inure to the benefit of and be binding upon its assigns; and
- b. upon any merger, consolidation, or reorganization involving the School, shall become an obligation of the successor entity.

## **12. MISCELLANEOUS PROVISIONS:**

12.1 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.

12.2 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.

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

12.4 Ratification: This Agreement shall not be effective or binding on the School or the Employee until ratified by the Board; provided that such ratification shall be deemed to have occurred as of the Commencement Date unless the School notifies the Employee in writing prior to the Commencement Date.

12.5 Applicable Law: This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts and all disputes shall be adjudicated in an appropriate forum within such jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**Benjamin Banneker Charter School**

By: \_\_\_\_\_  
Chair  
For the Board of Trustees ("SCHOOL")

\_\_\_\_\_,  
("EMPLOYEE")

The School's obligations hereunder were ratified by the Board on the \_\_\_\_\_ day of December 2011.

\_\_\_\_\_  
Clerk of the Board of Trustees



## Exhibit A

### **Benjamin Banneker Executive Director Job Description<sup>1</sup>**

#### **Position Overview**

The Executive Director serves as chief academic and executive officer of Benjamin Banneker Charter Public School (Banneker) and, in partnership with the Board, is responsible for the success of Banneker. Together, the Board of Trustees and the Executive Director assure Banneker's relevance to the community, the accomplishment of Banneker's mission and vision, and the accountability of Banneker to its diverse constituents.

The Board delegates responsibility for management and day-to-day operations to the Executive Director, and he/she has the authority to carry out these responsibilities, in accordance with the direction and policies established by the Board. The Executive Director provides direction and support to the Board as it carries out its governance functions.

#### **Specific Responsibilities**

##### **Legal Compliance:**

- Assures the filing of all legal and regulatory documents, and monitors compliance with relevant federal, state, local, and authorizer laws and regulations.
- In support of students and families, cooperates with law enforcement, social service agencies, and juvenile authorities following appropriate legal and policy guidelines.

##### **Mission, policy, and planning:**

- Helps the Board determine Banneker's values, mission, vision, and short- and long-term goals and ensures that Banneker delivers on its mission and vision.
- Keeps informed of developments in STEM education, public education reform, the charter school movement, not-for-profit management and governance, and philanthropy and fund development.
- Helps the Board monitor and evaluate Banneker's relevancy to the community, its effectiveness, and its results.
- Keeps the Board fully informed on the condition of Banneker, including student achievement, physical plant, staff, and on all the important factors influencing it.
- Identifies problems and opportunities and addresses them; brings those which are appropriate to the Board and/or its committees; facilitates discussion and deliberation.
- Informs the Board and its committees about trends, issues, problems and activities in order to facilitate policy-making. Recommends policy positions.

##### **Management and administration:**

- Provides general oversight of all Banneker activities, manages the day-to-day operations, and assures a smoothly functioning, efficient charter school.

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<sup>1</sup> The High Bar was used as the primary source to develop this job description.

- Assures a positive work environment, one that is committed to continuous improvement and that recruits, retains, and supports quality staff and volunteers, all working effectively as a team. Assures a fair and transparent process for selecting, development, motivating, coaching, and evaluating staff and volunteers.
- Creates a school climate in which staff, students, parents and the entire school community can thrive and develop a mutual sense of trust, participation, understanding, and appreciation of diversity.
- Recommends staffing and financing to the Board of Trustees. In accordance with Board action, recruits personnel, negotiates professional contracts, and sees that appropriate salary structures are developed and maintained.
- Recruits and promotes diversity of staff, ensuring that all staff work together cooperatively and effectively.
- Specifies accountabilities for senior administrators, mentors and builds the leadership competency of administrators, and evaluates their performance regularly.
- Ensures that a comprehensive, school-wide professional development program is established, that corrective action plans are developed to improve performance, and that dismissals, when necessary, are handled in accordance with applicable laws and school policies.
- Assures program quality and charter school stability and sustainability through development and implementation of standards and controls, systems and procedures, data collection and reporting, and regular evaluation of such systems and controls.

**Academic Oversight:**

- Provides instructional leadership and promotes student learning as the fundamental purpose of schooling.
- Has oversight for assessing the needs of the education program, planning, implementing, and evaluating short- and long-term academic goals.
- Fosters innovation by all members of the school community so that the diverse needs of all students are addressed and met by the educational program.
- Organizes and supervises curricular and instructional activities while providing supervision for community and extracurricular activities.
- Supervises the processes for recruitment, selection, initial training, ongoing professional development, and evaluation of teachers and staff.
- Oversees the performance of the instructional staff, instituting accountability systems to ensure that charter promises are met and exceeded.
- Creates a nurturing school atmosphere that supports both the personal development and academic achievement of students.
- Develops and monitors appropriate standards of student behavior, performance, and attendance that are aligned with the school's mission and vision.

**Governance:**

- While serving as an ex-officio member of the Board of Trustees, works with the Board chair to enable the Board to fulfill its governance functions and facilitates the optimum performance by the Board, its committees, and individual Board members.
- With the Board chair, focuses Board attention on long-range strategic issues.

- Manages the Board’s due-diligence process to assure timely attention to core issues.
- Helps the Board articulate its own role and accountabilities and that of its committees and individual members, and helps evaluate Board performance regularly.
- Works with the Board officers and committee chairs to get the best thinking and involvement of each Board member and to stimulate each Board member to give his or her best.
- Recommends volunteers to participate in the Board and its committees.

**Finances and Facilities:**

- To maximize student success, promotes programs and services that are produced in a cost-effective manner, employing economy while maintaining an acceptable level of quality.
- Oversees the fiscal activities of the charter school, including budget preparation, financial reporting, compliance with Title 1 and special education reporting, and auditing.
- Reports financial activity and fiscal health to the Board at regular intervals, with a particular focus on budget to actual variances.
- Assures an effective fund-development program by serving as the chief development officer or hiring and supervising an individual responsible for this activity, with a particular focus on marshalling resources for facility acquisitions and capital improvements.
- Projects annual enrollment targets and recruits students with an emphasis on enrollment of Cambridge students
- Ensures that the school facility is well-managed and in compliance with all applicable laws and regulations, serving as the primary safety officer for the school.

**Community Relations:**

- Facilitates the integration of Banneker into the fabric of the community by using effective marketing and communications activities.
- Acts as an advocate, within the public and private sectors, for issues relevant to Banneker, its services, and constituencies.
- Initiates, develops, and maintains cooperative relationships with key constituencies.
- Fosters a parent-friendly school culture, where parents are seen as educational partners who can have a positive impact on Banneker’s effectiveness.
- Listens to students, parents, volunteers, donors, and the community in order to improve services and generate community involvement. Assures community awareness of Banneker’s response to community needs.
- Serves as chief spokesperson for Banneker, assuring proper representation of Banneker to the community through all media outlets.
- Works with legislators, regulatory agencies, volunteers, and representatives of the charter community to promote legislative and regulatory policies that encourage a healthy community and address the issues of Banneker’s constituencies.

**Qualifications**

- Inspirational and highly effective leader who is student-focused and committed to high expectations, positive outcomes, and continuous improvement
- Familiarity with and enthusiasm for Banneker’s charter, mission, and vision
- An unwavering commitment to cultural sensitivity and cultural proficiency

- Strong commitment to and experience with nurturing and developing staff
- Strategic, urgent thinker with the ability to develop, articulate, and implement a visionary, yet realistic, K-6 academic program
- Demonstrated commitment to and experience with leadership through team building
- Demonstrated ability to communicate with Board members, parents, and the larger community about Banneker's mission and vision
- Financial acumen to develop and manage budgets to make resource allocation priority decisions
- An ethical leader with unwavering integrity
- A strong manager with excellent verbal skills who can prioritize and delegate
- A minimum of three years successful leadership, administrative, and/or supervisory experience, in an academic setting, preferably at a charter school
- Master's degree in a relevant field