

## Agreement by and between Salem Public Schools and Head of Operations

Name:, referred to as the or a Head of Operations hereafter.

### 1.) Appointment and Term

The district does hereby employ to serve as a Head of Operations at Bentley Academy Charter School, commencing on August 18<sup>th</sup>, 2016 and ending at on June 30<sup>th</sup>, 2017.

### 2.) Duties and Responsibilities

Subject to the supervision and direction of the Head of School or his/her designee the Head of Operations shall faithfully perform, to the best of her/his ability, the duties of Head of Operations for the Bentley Academy Charter School.

The duties and responsibilities of the position shall include, but not be limited, to those duties and outlined in the Head of Operations description attached to this document, and additional duties and responsibilities assigned by the Head of School. During the term of this Agreement, the Head of Operations shall devote his/her full-time, skill, labor and employment to being a Head of Operations of Bentley Academy Charter School. Full-time will be defined as a minimum of 40 hours weekly with the understanding that the Head of Operations will attend all events before or after the work day relating to the Head of Operations duties and responsibilities at the discretion of the Head of School.

### 3.) Performance Evaluation

The Head of School or his/her designee shall regularly evaluate the performance of the Head of Operations. The Head of School or his/her designee will meet with the Head of Operations on a regular basis to define such goals and performance objectives, which are determined as necessary for the proper operation of the school and the attainment of the school's goals and policy objectives. The first such meeting shall occur no later than October 1<sup>st</sup>, 2016.

Evaluations will be reduced to writing, discussed with the Head of Operations, and based on the goals and objectives established by the Head of School as outlined in the paragraph above, as well as other extraneous material/information that the Head of School determines appropriate in the evaluation process. The Head of School or his/her designee shall provide the Head of Operations with a copy of the written evaluation and the Head of Operations shall have an adequate opportunity to discuss the evaluation with the Head of School.

### 4.) Salary

The Head of Operations will be paid bi-weekly pro-rated payroll amount of \$75,000 for the 2016-2017 school year beginning on July 1 and ending on June 30, 2016. During the term of this agreement and in accordance with a bi-weekly payroll schedule, the salary shall be payable via direct deposit in twenty-six (26) bi-weekly installments.

### 5.) Work Day

The work schedule for the Head of Operations will be determined at least one month in advance. The times at which daily breaks are taken will be at the discretion of the Head of School with Head of Operations input. Work Day will also include a full day's work on all Salem Public Schools professional development days.

### 6.) Work Year and Leave

The Head of Operations will work from August 5<sup>th</sup>, 2016 until June 30<sup>th</sup>, 2017. Subject to the approval of the Head of School, the Head of Operations accrue 20 days of vacation (pro-rated), 3 days of personal leave, bereavement leave will be granted consistent with district bereavement policy, and 18 days of sick leave (pro-rated). Head of Operations shall not be entitled to sick leave buy back.

7.) Health and Life Insurance

The District shall provide the Head of Operations, at his/her election, such health and life insurance coverage, including optional coverage, as are uniformly provided to its other non-bargaining unit administrators, at the same percentage rate of premium cost contribution as is applicable to such other employees under such plan(s).

8.) Termination at the Initiative of the Head of Operations

In the event that the Head of Operations desires to terminate his/her contract with the district before the term of service shall have expired, he/she may do so with a least thirty (30) days written notice of intent to the Head of School, provided that the Head of School accepts said resignation.

9.) Dismissal

The Head of Operations may be dismissed, demoted or suspended for good cause. As used herein, "good cause" shall mean any grounds put forth which are not arbitrary, irrational, unreasonable, or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above. An arbitral review shall be limited to the question whether such grounds were put forth in good faith.

10.) Indemnification

The parties understand and acknowledge that their duties and responsibilities in the event of a legal proceeding brought against the Head of Operations individually or in his/her capacity as an agent or employee of the Salem Public Schools shall be governed by the provisions of Chapter 258 of the General Laws.

11.) Entire Agreement

This Agreement embodies the whole Agreement between the Head of School and the Head of Operations and there are no inducements, promises, terms, conditions or obligations made or entered into by any party other than those contained herein. This Agreement may not be altered, amended, or modified except by writing signed by the Head of School or Salem Public Schools. If any part or provision of this Agreement is invalid, it shall not affect the remainder of this Agreement, and the remainder shall be binding and effective against all parties.

This agreement is subject to the approval of the Salem Public Schools.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement this day

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FOR THE HEAD OF SCHOOL

FOR HEAD OF OPERATIONS

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