



MCCPS Board of Trustees

Special Meeting: Review and Vote on Head of School Contract

Published on February 2, 2024 at 9:07 PM EST

Date and Time

Tuesday February 6, 2024 at 6:30 PM EST

Location

- 17 Lime Street, Marblehead, MA 01945
- <https://us06web.zoom.us/j/98355446062?pwd=bVg2VzE4bEZUVXJqY0R4UIJnVmZ1dz09>

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Record Attendance and Guests		William Rockwell	
B. Call the Meeting to Order		Katie Holt	2 m
II. Head of School Final Contract for Review and Vote			6:32 PM
A. Contract Review and Vote	Vote	Katie Holt	10 m

	Purpose	Presenter	Time
III. Public Comment			
IV. Closing Items			6:42 PM
A. Board Comments	FYI		5 m
B. Adjourn Meeting	Vote	Katie Holt	

Coversheet

Contract Review and Vote

Section: II. Head of School Final Contract for Review and Vote
Item: A. Contract Review and Vote
Purpose: Vote
Submitted by:
Related Material: S BRANT HOS CONTRACT_vf_clean.docx
S BRANT HOS CONTRACT_vf.docx

MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL
17 Lime Street, Marblehead, MA 01945
Tel: 781.631.0777

**EMPLOYMENT AGREEMENT
BETWEEN
THE MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL
AND
MS. STEPHANIE BRANT
FOR THE POSITION OF HEAD OF SCHOOL**
Supersedes original contract dated June 30, 2023

February 1, 2024

Ms. Stephanie Brant (hereinafter referred to as “Ms. Brant”, “Head of School”, or “HoS”) and the Marblehead Community Charter Public School (hereinafter referred to as the “School” or “MCCPS”), acting by and through the Board of Trustees of the Marblehead Community Charter Public School (hereinafter referred to as “the Board”), enter into this Agreement of Employment for the full-time position of Head of School.

In consideration of the promises contained herein, the parties hereby agree as follows:

**Article 1
Employment of Head of School**

Employment of Head of School: The Board hereby agrees to employ Ms. Brant to serve as Head of School of the Marblehead Community Charter Public School with an effective date of February 1, 2024, and Ms. Brant hereby accepts such employment on the following terms and conditions set forth herein.

Term of Contract: Unless terminated earlier pursuant to Article 7, the term of this Contract will run from February 1, 2024, through and including June 30, 2027.

Official Duties and Responsibilities: As Head of School, Ms. Brant 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. She 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. Ms. Brant 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. She 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, Ms. Brant shall devote her full time and efforts to the performance of the duties and responsibilities of the Head of School in a faithful, diligent, and efficient manner.

Ex-Officio Board Membership: Pursuant to the School's Charter, as Head of School, Ms. Brant shall be an ex officio member of the Board, with all rights and responsibilities as other Trustees including voting member, except that she may not participate in any matter regarding her own employment, compensation, discipline, retention, or removal and may not serve as an officer of the Board.

Work Year: Ms. Brant'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, Ms. Brant shall work full-time, year-round, except as provided in Article 4 and if medically necessary, Article 5 of this agreement, and shall devote such time and effort necessary to complete her job. Such workdays shall include days when school is scheduled to be in session and such other days as the job otherwise may require.

Work Day: The regular workday shall consist of at least 8 hours, which shall include the hours of the normal school day and such other times as the Head of School may schedule. The Head of School shall be expected to perform, without additional compensation, the duties of the job as may be required in the mornings, evenings, or otherwise outside of the regular workday. It is understood and agreed that the HoS may, at times deemed appropriate and in accordance with the Head of School Oversight policy and as agreed with the MCCPS Board Chair, work remotely to effectively fulfill certain administrative tasks that necessitate an environment free from distractions.

Educator Licenses: Ms. Brant shall furnish and maintain throughout the term of this Contract valid and appropriate licenses qualifying her to act as Head of School and Special Education program manager, as required by the Massachusetts Department of Elementary and Secondary Education. Ms. Brant shall provide the Board with documentation of licensure at each annual evaluation. Ms. Brant 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

Compensation: The Head of School shall be paid a fixed annual salary of \$150,000.00 for the period commencing on the date of this contract.

Base Salary: For all duties performed by Ms. Brant under this Contract during the period commencing on July 1st of the corresponding year provided that her evaluation for the year is overall satisfactory –

2024-2025 school year: \$150,000 annually

2025-2026 school year: \$154,500 annually

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In no event shall Ms. Brant's base salary be reduced during the term of this Contract without her written consent.

Payment of Base Salary: The Board shall pay Ms. Brant’s 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 the Head of School’s annual salary for the year in which the loss occurs.

Merit Pay: Nothing in this Contract shall preclude the Board, in its discretion, from granting a merit pay increase to Ms. Brant, based upon the quality of her service to the School.

Article 3 Insurance Coverage and Benefits

Medical and Dental Insurance: The Head of School shall be entitled to purchase medical insurance under the terms of a plan offered by a state certified medical insurance carrier selected by the School. The School shall pay 75% of the premium cost of such medical insurance, and the Head of School shall pay 25% of the premium cost of such medical insurance. There is no cash equivalent if the Head of School declines this benefit.

Short- and Long-Term Disability Insurance: The Head of School shall be enrolled in, and covered by, the School’s short- and long-term disability program, in accordance with the policies of the School.

Life Insurance: During the term of this contract, if Ms. Brant elects to obtain life insurance coverage, the Board shall pay the premium for such coverage, in an amount not to exceed \$350 per year. Ms. Brant 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 Ms. Brant’s named beneficiary(ies) and shall be in the amount of the current salary, not to exceed \$150,000 or the applicable increased salary in subsequent years as set forth in Article 2. Any benefit in excess of her current salary will be paid to the School.

Retirement System: The Head of School shall be a member of the Massachusetts Teachers’ Retirement System. Her participation in any additional retirement and/or tax-sheltered annuity programs offered by the School shall be at her discretion.

Article 4 Holidays, Vacation, Bereavement and Personal Leave

Holidays: The Head of School shall be entitled to all holidays as currently are, or in the future may be, recognized by the School and made available to other administrative staff in the School including New Year’s Day; Martin Luther King, Jr Day; Presidents’ Day; Patriots’ Day; Memorial Day; Juneteenth;

Labor Day; Columbus Day/Indigenous People’s Day; Veterans’ Day; Thanksgiving Day: the Friday after Thanksgiving; and Christmas Day.

Vacation Days: Ms. Brant shall receive twenty-five (25) days of paid vacation during each year of this Contract. These vacation days may be taken at any time during the calendar year, at Ms. Brant’s discretion, in accordance with the HoS Oversight Policy. Ms. Brant 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 Ms. Brant the value of her unused, accumulated vacation days at her then-current per diem rate. In the event of the death of Ms. Brant during the term of this Contract, the Board shall pay to her personal representative the value of his unused, accumulated vacation days within thirty (30) days of proof of her demise.

Bereavement Leave: The Head of School shall receive five (5) days of paid bereavement days in the event that a member of her immediate family (her spouse, their children, parents and siblings) is critically ill or dies. No carryover or payout at the end of the employment agreement.

Personal Leave: The Head of School shall be entitled to three (3) days of paid personal leave during each year of this employment agreement for personal business that cannot be conducted effectively outside of work hours. These personal leave days shall not be deducted from The Head of School’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 employment agreement or if such is terminated early.

Article 5 Sick Leave

Sick Leave: Ms. Brant shall receive fifteen (15) days of paid sick leave during each year of this Contract. Ms. Brant 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.

Leave taken under this employment agreement shall be credited against leave that is or may be available under the Federal Family and Medical Leave Act and the Massachusetts Family & Medical Leave Acts.

Article 6 Evaluation of Head of School and Extension of Term

Annual Evaluation: The Board shall evaluate the Head of School'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 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

Suspension or Termination for Cause: The Board may suspend Ms. Brant from her employment without pay for good cause at any time during the term of this Contract, or may terminate her employment for good cause provided, however, that in case of termination the Board shall give Ms. Brant fifteen (15) business days' written notice of its intent to terminate; give Ms. Brant its decision to terminate in writing; upon written request, provide Ms. Brant with the written reason(s) for such termination; and upon written request from Ms. Brant 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 GL.. c 30A sections 18 to 25) at which time she shall have the opportunity to answer the charges against her. 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.

Notice of Termination by the Head of School: In the event that Ms. Brant wishes to terminate this employment agreement before the term of service has expired, she shall give the Board at least six months written notice of her intention to do so.

Non-renewal or renewal by the Board: Unless this Contract is terminated earlier, the Board shall provide Ms. Brant with either written notice on or before November 30, 2026, of its intent not to renew her Contract at its termination date, or its intent to renew her contract. In the event of a decision to renew the contract, the Board shall present a proposed successor contract to Ms. Brant no later than January 31, 2027. In no event shall this Contract of Ms. Brant's employment renew automatically. Failure to provide Ms. Brant with written notice by November 30, 2026, shall be considered to be the same as notice of the Board's intent not to renew this contract, and Ms. Brant's employment will end at the Contract's termination date. It is expressly understood and agreed that the non-reappointment of Ms. Brant by the Board upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a termination of employment, and the requirements thereof shall not be applicable in such circumstances.

Non-renewal or revocation of Charter, or School closure: In the event the School's charter is not renewed or is revoked or if the school must cease operations for any other reason during the term of this contract, Ms. Brant 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 Ms. Brant's employment and rights under this contract will cease.

ARTICLE 8 Indemnification

The Board shall defend, hold harmless and indemnify Ms. Brant, 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 her, individually or in her capacity as an agent or employee of the Board, for acts or omissions occurring while she is acting within the scope of her employment, provided that she furnishes the Board with written notice of any such demand, claim, suit, action or proceeding before costs are incurred, and provided further that she 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 Ms. Brant in connection with any dispute related to this contract, any suspension or termination proceeding in accordance with this contract, any criminal proceeding against her or any internal investigation into allegations of misconduct by her, regardless of the eventual outcome of such matter.

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

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

Cooperation: Ms. Brant 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.

Administrative Authority: The Board shall delegate to Ms. Brant the administrative responsibility and commensurate authority for administering the School to the extent permitted by Massachusetts law and the School's Bylaws.

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.

Referral of Issues: It is agreed that the Board and its individual Board members shall, in a timely manner, refer to Ms. Brant for her study and recommendation any criticisms, complaints, and suggestions brought to the attention of the Board or its members. Ms. Brant shall, in a timely manner, refer to the Board any matters that are brought to her attention that may pertain to 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 matters to the Board. Both the Board and Ms. Brant shall act in accordance with School Communication Policies and Protocols.

Grievance: Any complaint or grievance by the Head of School concerning the terms and conditions of her employment shall first be pursued in a timely manner with the MCCPS Board of Trustees directly. In the event that any dispute or disagreement regarding any aspect of the Head of School's employment is not resolved, both parties agree to submit such dispute or disagreement to binding arbitration under the rules of the American Arbitration Association or other mutually agreed upon alternative dispute resolution service in the Commonwealth of Massachusetts.

Article 10 General Conditions

Entire Agreement: This employment agreement sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the employment agreement. The parties acknowledge that neither of them has been influenced to enter into this employment agreement by, or has relied on, any representations not set forth in this employment agreement. This employment agreement may not be changed except in writing, executed by the Head of School and the MCCPS Board of Trustees. This document, including Appendix A, embodies the entire agreement between the Board and Ms. Brant, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either party other than those contained in this Contract.

Governing Law and Separability of Provisions: The validity and interpretation of this employment agreement shall be governed by the laws of the Commonwealth of Massachusetts. If a court of competent jurisdiction deems any provision of this employment agreement, or any application of this employment agreement to the Head of School, to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions and applications of this employment agreement shall continue in full force and effect.

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.

Mediation: Any controversy or claim arising out of or relating to this employment contract shall be settled by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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.

The undersigned agree to the terms of this employment agreement.

Stephanie Brant
Head of School

Date

Kathryn Elizabeth Holt
Chair of the MCCPS Board of Trustees

Date

APPENDIX A

MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL FUNCTIONAL JOB DESCRIPTION: HEAD OF SCHOOL

Reports to: MCCPS Board of Trustees

Overview

The purpose of the Head of School (IHOS) position is to lead the Board of Trustees (Board), Faculty, Staff Students, Parents and Community Members in further strengthening the vision of the school and implementing its strategic plan.

Essential Duties and Responsibilities

- Manages and is accountable for the day-to-day operations of the Marblehead Community Charter Public School.
- Supervises the School's admission process and student/family onboarding.
- Leads the continuous improvement process, advances the successful academic program consistent with the MCCPS mission and Charter, and is accountable for the results.
- Promotes school-wide innovation and cultivates an extraordinary professional team.
- Creates and strengthens networking and optimizes the school's financial and regulatory systems.
- Implements policies established by the MCCPS Board of Trustees, and is directly accountable to the Board.
- Takes actions that may be necessary for proper conduct of the School, subject to the budgetary guidelines and is in accordance with the school's strategic plan and related policies as adopted by the Board.
- Ensures that 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.
- Ensures that the Board of Trustees is kept fully informed on the conditions and operations of MCCPS. Attends and participates fully in Board meetings.
- Establishes a sound organizational structure for MCCPS, in consultation with the Board.
- Plans, formulates, and recommends for approval to the Board of Trustees policies and programs to further the mission of the School.
- Ensures that all MCCPS funds, physical assets, and property are appropriately safeguarded, administered and maintained.
- Hires, evaluates, and sets compensation packages for all faculty and staff as necessary in accordance with School policy.
- Enables the professional development of faculty and staff. Inspires innovation at every level.
- Supervises curriculum development and ensures its continuous evaluation and improvement.
- Oversees student services including student discipline and reporting to appropriate government agencies.
- Communicates regularly and effectively with the MCCPS community in accordance with School policy.
- Maintains and improves community relations, including relations with the town of Marblehead.
- Substantially improves the development and fundraising capacity of MCCPS.

- Understands and follows DESE regulations, state and federal laws, and any applicable regulations; recommends appropriate corrective actions and strategies for compliance.
- Ensures a safe and bully/harassment-free environment for all students and faculty.
- Updates Emergency Procedures Manual, at least annually.
- Effectuates and evaluates emergency drills and procedures and maintains a log of drills, inspections, and training.
- Provides training to faculty and students regarding emergency procedures.
- Effectuates physical restraint training and de-escalation training.
- Communicates regularly with local safety agencies.
- Conducts Formal and Informal Observations and Evaluations of school staff.
- Facilitates Academic Probation.
- Ensures that all duties/classes are covered in the event of a faculty absence.
- Attends Essex County DA's Meetings.
- Acts a liaison between MCCPS and fire department, police, DA, courts, DCF, and any other officials.
- Completes School Safety and Discipline report.
- Acts as the sexual harassment coordinator for students.
- Acts as the Title VI and Title XI coordinator.
- Updates and enforces the bullying and harassment policies.
- Supports the Wellness Team and teaching staff in the delivery of a SEL curriculum and trauma-informed teaching practices.

Special Education Performance Tasks:

- Oversees the administration of special education services at MCCPS, including DESE requirements for statewide reporting and compliance.
- Responsible for the supervision, oversight, and evaluation of the MCCPS Wellness Team (school social worker, school psychologist and nurse)
- Assists with the hiring and supervision of Learning Specialists, Inclusion Teachers, related service providers and consultants.
- Oversees the evaluation of Learning Specialists, Inclusion Teachers, related service providers and consultants.
- Meets with the Special Education Parent Advisory Council at least once per trimester.
- Represents the Marblehead Community Charter Public School at hearings/advocacy meetings.

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Commented [HR3]: This section has new elements. Reviewed and broadly in agreement

Commented [HR4]: Reviewed new insurance clause and agreed

Labor Day; Columbus Day/Indigenous People’s Day; Veterans’ Day; Thanksgiving Day: the Friday after Thanksgiving; and Christmas Day.

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Article 7

Suspension, Termination of Employment and Renewal/Non-Renewal

Suspension or Termination for Cause: The Board may suspend Ms. Brant from her employment without pay for good cause at any time during the term of this Contract, or may terminate her employment for good cause provided, however, that in case of termination the Board shall give Ms. Brant fifteen (15) business days' written notice of its intent to terminate; give Ms. Brant its decision to terminate in writing; upon written request, provide Ms. Brant with the written reason(s) for such termination; and upon written request from Ms. Brant 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 GL.. c 30A sections 18 to 25) at which time she shall have the opportunity to answer the charges against her. 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.

Notice of Termination by the Head of School: In the event that Ms. Brant wishes to terminate this employment agreement before the term of service has expired, she shall give the Board at least six months written notice of her intention to do so.

Non-renewal or renewal by the Board: Unless this Contract is terminated earlier, the Board shall provide Ms. Brant with either written notice on or before November 30, 2026, of its intent not to renew her Contract at its termination date, or its intent to renew her contract. In the event of a decision to renew the contract, the Board shall present a proposed successor contract to Ms. Brant no later than January 31, 2027. In no event shall this Contract of Ms. Brant's employment renew automatically. Failure to provide Ms. Brant with written notice by November 30, 2026, shall be considered to be the same as notice of the Board's intent not to renew this contract, and Ms. Brant's employment will end at the Contract's termination date. It is expressly understood and agreed that the non-reappointment of Ms. Brant by the Board upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a termination of employment, and the requirements thereof shall not be applicable in such circumstances.

Non-renewal or revocation of Charter, or School closure: In the event the School's charter is not renewed or is revoked or if the school must cease operations for any other reason during the term of this contract, Ms. Brant 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 Ms. Brant's employment and rights under this contract will cease.

**ARTICLE 8
Indemnification**

The Board shall defend, hold harmless and indemnify Ms. Brant, 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 her, individually or in her capacity as an agent or employee of the Board, for acts or omissions occurring while she is acting within the scope of her employment, provided that she furnishes the Board with written notice of any such demand, claim, suit, action or proceeding before costs are incurred, and provided further that she 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 Ms. Brant in connection with any dispute related to this contract, any suspension or termination proceeding in accordance with this contract, any criminal proceeding against her or any internal investigation into allegations of misconduct by her, regardless of the eventual outcome of such matter.

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

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**

Cooperation: Ms. Brant 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.

Administrative Authority: The Board shall delegate to Ms. Brant the administrative responsibility and commensurate authority for administering the School to the extent permitted by Massachusetts law and the School's Bylaws.

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.

Referral of Issues: It is agreed that the Board and its individual Board members shall, in a timely manner, refer to Ms. Brant for her study and recommendation any criticisms, complaints, and suggestions brought to the attention of the Board or its members. Ms. Brant shall, in a timely manner, refer to the Board any matters that are brought to her attention that may pertain to 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 matters to the Board. Both the Board and Ms. Brant shall act in accordance with School Communication Policies and Protocols.

Grievance: Any complaint or grievance by the Head of School concerning the terms and conditions of her employment shall first be pursued in a timely manner with the MCCPS Board of Trustees directly. In the event that any dispute or disagreement regarding any aspect of the Head of School's employment is not resolved, both parties agree to submit such dispute or disagreement to binding arbitration under the rules of the American Arbitration Association or other mutually agreed upon alternative dispute resolution service in the Commonwealth of Massachusetts.

Article 10 General Conditions

Entire Agreement: This employment agreement sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the employment agreement. The parties acknowledge that neither of them has been influenced to enter into this employment agreement by, or has relied on, any representations not set forth in this employment agreement. This employment agreement may not be changed except in writing, executed by the Head of School and the MCCPS Board of Trustees. This document, including Appendix A, embodies the entire agreement between the Board and Ms. Brant, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either party other than those contained in this Contract.

Governing Law and Separability of Provisions: The validity and interpretation of this employment agreement shall be governed by the laws of the Commonwealth of Massachusetts. If a court of competent jurisdiction deems any provision of this employment agreement, or any application of this employment agreement to the Head of School, to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions and applications of this employment agreement shall continue in full force and effect.

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.

Mediation: Any controversy or claim arising out of or relating to this employment contract shall be settled by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commented [HR5]: That clause was a bit vague so I just copied and pasted from AAA website

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.

The undersigned agree to the terms of this employment agreement.

Stephanie Brant
Head of School

Date

Kathryn Elizabeth Holt
Chair of the MCCPS Board of Trustees

Date

APPENDIX A

MARBLEHEAD COMMUNITY CHARTER PUBLIC SCHOOL

FUNCTIONAL JOB DESCRIPTION: **HEAD OF SCHOOL**

Reports to: MCCPS Board of Trustees

Overview

The purpose of the Head of School (IHOS) position is to lead the Board of Trustees (Board), Faculty, Staff Students, Parents and Community Members in further strengthening the vision of the school and implementing its strategic plan.

Essential Duties and Responsibilities

- Manages and is accountable for the day-to-day operations of the Marblehead Community Charter Public School.
- Supervises the School's admission process and student/family **onboarding**.
- Leads the continuous improvement process, advances the successful academic program consistent with the MCCPS mission and Charter, and is accountable for the results.
- Promotes school-wide innovation and cultivates an extraordinary professional team.
- Creates and strengthens networking and optimizes the school's financial and regulatory systems.
- Implements policies established by the MCCPS Board of Trustees, and is directly accountable to the Board.
- Takes actions that may be necessary for proper conduct of the School, subject to the budgetary guidelines and is in accordance with the school's strategic plan and related policies as adopted by the Board.
- Ensures that 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.
- Ensures that the Board of Trustees is kept fully informed on the conditions and operations of MCCPS. Attends and participates fully in Board meetings.
- Establishes a sound organizational structure for MCCPS, in consultation with the Board.
- Plans, formulates, and recommends for approval to the Board of Trustees policies and programs to further the mission of the School.
- Ensures that all MCCPS funds, physical assets, and property are appropriately safeguarded, administered and maintained.
- Hires, evaluates, and sets compensation packages for all faculty and staff as necessary in accordance with School policy.
- Enables the professional development of faculty and staff. Inspires innovation at every level.
- Supervises curriculum development and ensures its continuous evaluation and improvement.
- Oversees student services including student discipline and reporting to appropriate government agencies.
- Communicates regularly and effectively with the MCCPS community in accordance with School policy.
- Maintains and improves community relations, including relations with the town of Marblehead.
- Substantially improves the development and fundraising capacity of MCCPS.

Commented [HR6]: added

- Understands and follows DESE regulations, state and federal laws, and any applicable regulations; recommends appropriate corrective actions and strategies for compliance.
- Ensures a safe and bully/harassment-free environment for all students and faculty.
- Updates Emergency Procedures Manual, at least annually.
- Effectuates and evaluates emergency drills and procedures and maintains a log of drills, inspections, and training.
- Provides training to faculty and students regarding emergency procedures.
- Effectuates physical restraint training and de-escalation training.
- Communicates regularly with local safety agencies.
- Conducts Formal and Informal Observations and Evaluations of school staff.
- Facilitates Academic Probation.
- Ensures that all duties/classes are covered in the event of a faculty absence.
- Attends Essex County DA's Meetings.
- Acts a liaison between MCCPS and fire department, police, DA, courts, DCF, and any other officials.
- Completes School Safety and Discipline report.
- Acts as the sexual harassment coordinator for students.
- Acts as the Title VI and Title XI coordinator.
- Updates and enforces the bullying and harassment policies.
- Supports the Wellness Team and teaching staff in the delivery of a SEL curriculum and trauma-informed teaching practices.

Special Education Performance Tasks:

- Oversees the administration of special education services at MCCPS, including DESE requirements for statewide reporting and compliance.
- Responsible for the supervision, oversight, and evaluation of the MCCPS Wellness Team (school social worker, school psychologist and nurse)
- Assists with the hiring and supervision of Learning Specialists, Inclusion Teachers, related service providers and consultants.
- Oversees the evaluation of Learning Specialists, Inclusion Teachers, related service providers and consultants.
- Meets with the Special Education Parent Advisory Council at least once per trimester.
- Represents the Marblehead Community Charter Public School at hearings/advocacy meetings.