

**Code: CB**

**Adopted: July 2017**

## **MITCH Charter School**

### **Employment Agreements and Evaluation Policy**

**(Executive Director and Administrative Staff)**

#### Executive Director's Employment Agreement

The Executive Director is hired by the board of directors of MITCH Charter School ("Board"). The Board will enter into a written employment agreement with the Executive Director that has provisions that cover the duration of the agreement, conditions for agreement termination and extension and conditions of employee resignation. The agreement will also state the terms of employment such as compensation, benefits and other conditions.

Agreement terms will be decided by the Board but will not exceed five (5) years.<sup>1</sup> The agreement will automatically expire at the end of its term. The Board may, however, at its discretion, vote annually to extend the agreement by its term so as to extend the expiration date of the agreement.

The compensation and benefits for the position of Executive Director will be determined by the Board, based upon the responsibilities required of the Executive Director in performing his/her duties and by obtaining comparable compensation data from similar positions at similar charter schools, school districts or nonprofit organizations to satisfy the requirements for 501(c)(3) organizations to pay "reasonable compensation". Compensation will be approved by the Board (excluding any director who has a conflict of interest) in advance of paying the Executive Director. The Board will document its decisions on approving compensation including the comparable data. Provisions for termination of the Executive Director's employment by the Board or by the Executive Director will also be set forth in the employment agreement.

#### Administrative Staff Employment Agreement

MITCH Charter School is an at will employer as defined by law and in its personnel policies. The Executive Director, at his/her discretion, however, may enter into a written employment agreement with administrative staff. The employment agreement will have provisions that cover the duration of the agreement, conditions for agreement termination and extension and conditions of employee resignation. The agreement may also state the terms of employment such as compensation, benefits and other conditions.

Agreement terms for any administrative staff will be decided by the Executive Director but will not exceed five (5) years. The agreement will automatically expire at the end of its term. The Executive Director may, however, decide annually to extend the agreement by its term so as to extend the expiration date of the agreement.

<sup>1</sup> ORS 332.505 that requires a 3 year maximum term for superintendents is not applicable to charter schools and its administrators.

### Legal Restrictions

MITCH Charter School may not enter into any employment agreement that contains provisions that expressly obligates MITCH to compensate any administrator for work that is not performed.

For a period of one year after termination of the agreement, any Executive Director or administrative staff may not:

1. Purchase property or surplus property owned by MITCH; or
2. Use property owned by MITCH in a manner other than the manner permitted for the general public.

### Evaluation of the Executive Director

The Executive Director's job performance will be evaluated formally by the Board at least annually. The evaluation will be based on the administrative job description, any applicable standards of performance, Board policy, and progress in attaining any goals for the year established by the Executive Director and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public Board meeting prior to conducting the evaluation. The Executive Director will be notified of the additional criteria prior to the evaluation.

The draft evaluation may be written by an evaluation committee, the members upon whom the Board agrees. The draft will be discussed by the whole Board. The Board's discussion and conferences with and about the Executive Director and his/her performance will be in executive session, unless the Executive Director requests an open session. However, such an executive session will not include a general evaluation of any MITCH goal, objective or operation. Results of the evaluation will be written and placed in the Executive Director's personnel file. Any time the Executive Director's performance is deemed to be unsatisfactory, the Executive Director will be notified in writing of specific areas to be remedied and will be given an opportunity to correct the problem(s). If performance continues to be unsatisfactory, the Board may dismiss the Executive Director pursuant to the employment agreement and state law and rules and in consultation with legal counsel.

### Evaluation of Administrative Staff

The Executive Director has the authority and responsibility to evaluate administrative staff.

Legal References:

ORS 342.549

Treas. Reg. 53.4958-6

ORS 192.660(1)(i)