EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Pioneer Valley Performing Arts Charter Public School, hereinafter referred to as “PVPA,” a Massachusetts public charter school located at 15 Mulligan Drive, South Hadley, Massachusetts 01075 and [name and address of employee] , hereinafter referred to as “Employee.” This Agreement has been negotiated between the Executive Director, which, for the purposes of this Agreement, shall mean the person charged with the day-to-day leadership of PVPA regardless of title and within the financial authority granted by the Board of Trustees of Pioneer Valley Performing Arts Charter Public School, which has general management and control of all of the property, affairs, and funds of PVPA.

WHEREAS, PVPA and Employee ("the Parties") desire to enter into a formal agreement under the terms of which PVPA employs Employee for the period specified below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

# **EMPLOYMENT**: The Parties agree that Employee is to be employed as [insert title of position] and agrees to fulfill the responsibilities of such position as described herein for the period of time commencing and ending , unless extended or sooner terminated, as hereinafter provided.

# **RESPONSIBILITIES OF THE [INSERT TITLE OF POSITION]:** Employee shall serve as PVPA’s [insert title of position] as may be prescribed by the Laws of the Commonwealth of Massachusetts, PVPA’s Charter and any rules and regulations and/or policies made thereunder. Employee’s responsibility and authority will be as determined by the Executive Director from time-to-time in his/her sole discretion, which presently includes, without limitation by the specification thereof, the duties set forth in Exhibit A attached hereto and made a part hereof.

# **COMPENSATION**: As consideration for all services rendered, PVPA shall compensate the Employee as follows:

## **Salary**. For the period of this contract, salary will be the following and will be in paid in bi-weekly installments in accordance with the policies and/or practices governing payment of other professional staff of PVPA:

* Salary: the amount will be $                       , if annualized.
* If contract is extended beyond                          , the salary will be at a minimum the annual sum noted above unless all administrators under individual contracts have their salary decreased. PVPA expects to be able to provide Employee with COLA increases from time-to-time, subject to the fiscal condition of PVPA as determined by the Board of Trustees in its sole discretion.
* Employee shall have the option of negotiating additional increases depending on the results of Employee’s performance evaluation as determined by the Board of Trustees in its sole discretion.

## **Benefits and Policies**: Those benefits and policies standard for all full‑time PVPA employees as indicated in the PVPA Staff Handbook, which are subject to change or discontinuation from time-to-time at the discretion of the Board of Trustees. Presently they include the following:

* Health Insurance coverage with the annual premium cost shared between PVPA and Employee as 70% and 30%, respectively.
* Dental insurance coverage with the annual premium cost shared between PVPA and Employee as 50% and 50%, respectively, for an individual plan or 50% of the cost of an individual employee plan applied to the annual cost of a family plan.
* Life Insurance and Accidental Death and Dismemberment Insurance coverage with a maximum benefit of $10,000.00 each.
* Short and Long Term Disability Insurance coverage with a benefit of 60% of weekly earnings to a maximum of $500 per week for twelve weeks for short term coverage and $5,000 per month with a benefit period based on age for long term coverage.
* Section 125 Plan for Health Insurance, Child Care, Dental, and 403(b).
* Leave: 15 days per year of leave for illness/personal business. Ten unused PTO days may be accrued per year Employee will be compensated for unused PTO days that are not eligible for accrual at the rate of $25.00 per day.
* Vacation: 25 days per year, subject to the terms and conditions set forth in the Staff Handbook. On June 30th, ten days may be paid out at Employee’s discretion.
* Professional Development: Employee will continue his/her professional development and will participate in relevant learning experiences. Employee will attend professional conferences, workshops, classes and meetings. As a condition of being reimbursed, Employee must submit a proposal for such programs, related expenses and reimbursable travel. Reimbursement is also conditioned on prior approval by the Executive Director or his/her designee.
* Expense and Travel: PVPA will reimburse Employee for all reasonable, necessary, work-related travel and other out-of-pocket expenses that Employee incurs during the period of this contract on the condition that such expenses have been approved in advance by Executive Director or his/her designee. As a further condition of reimbursement, Employee must obtain and furnish all receipts and proof of expenses required by PVPA policy.

# **EVALUATION**: At least annually, the Executive Director or his/her designee shall evaluate, in writing, the performance of Employee. The evaluation process may include review of objective standards and benchmarks relating to the Employee’s job duties. Goals and objectives for the succeeding year may be based on upon such evaluation.

# **EXTENSION OF CONTRACT**: This contract for the Employee may be extended for an additional period with such modifications in compensation and the terms as the parties agree.

# **TERMINATION**:

## **By Employee**:

Employee may resign from employment during the term of this Agreement upon a minimum of 60 days’ notice. Employee acknowledges, however, that resignations during the school year may be disruptive to the educational mission of the school and will, therefore, make all reasonable efforts to resign as of any June 30, by giving written notice of such resignation at least 60 days in advance. The Executive Director may waive the 60-day notice requirement.

## **By PVPA without Cause:**

PVPA may terminate this Agreement and Employee’s employment without cause by giving Employee written notice of such termination at least six (6) months in advance. In lieu of notice, either in whole or in part, PVPA may give severance pay equal to the amount of salary to which Employee would be entitled over the six-month period after notice of termination minus the amount of salary otherwise paid to Employee after notice of termination. In addition, PVPA will continue for the six-month period the Employee’s health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance to the extent allowed by the insurers.

## **By PVPA Termination for Cause:**

PVPA may terminate this Agreement and Employee’s employment for Cause after written notice to Employee and an opportunity for Employee to be heard. Cause shall include, but shall not be limited to, the following:

### The failure by Employee to carry out or adhere to the policies of PVPA as adopted by the Board of Trustees;

### Employee’s conviction of, pleading guilty to, or entering a nolo contendere plea to any felony;

### Employee’s embezzlement or theft of funds or assets from PVPA, PVPA’s employees or students;

### Employee’s becoming unable to perform the essential functions of his/her job with or without a reasonable accommodation;

### Employee’s failure or refusal to perform his/her duties under this contract in a satisfactory manner as determined by the Executive Director;

### Employee’s failure to comply with any lawful order or directive of the Executive Director or Board of Trustees;

### Employee’s use of any illegal drug;

### Employee’s use or possession, while on duty or school property, of alcohol or tobacco, or any controlled substance;

### Employee’s engaging in behavior that harms a student enrolled at PVPA, as determined by the Executive Director;

### Employee’s breach any material term of this contract;

### Employee’s moral turpitude; or

### Employee’s conduct that is not in the best interests of PVPA as determined by the Executive Director.

## **Upon Death**: This Agreement and Employee’s employment will end automatically upon death, and PVPA will compensate Employee’s estate earned but previously unpaid salary, and accrued and unused vacation through the date of death.

## **Change in Employment Status**: PVPA reserves the right to reduce hours of work, demote to a lesser position at a lower rate of pay, or lay off Employee from work based on budget constraints, reorganization, or any other lawful reason.

## **Mutual Agreement**. This Agreement and the Employee’s employment may be terminated at any time by mutual agreement of the parties.

## Termination of the Employee’s employment for any reason as stated above shall terminate this Agreement.

## In any event, upon such dismissal and termination, PVPA shall not be responsible to the Employee for any further payment of wages or benefits hereunder, except for wages (as defined in M.G.L. Chapter 149 Section 148) earned up to the date of termination, subject to subsection (b) above.

# **RENEWAL**:

## In the event PVPA intends to renew the Employee’s employment with PVPA following the expiration of this Agreement, the Employee will be provided with written notice of such intent no later than three (3) months before the end of the Agreement term.

## If PVPA does not give written notice of intent to renew by the date listed in paragraph (a) above, this Agreement and the Employee’s employment with PVPA shall end on the expiration date of the Agreement.

## A non-renewal of this Agreement shall not constitute a termination or dismissal of the Employee but rather a conclusion of the Agreement term.

# **Staff Handbook and PVPA Policies**: Employee acknowledges receipt of a copy of the current Staff Handbook and understands employment is conditioned on Employee’s review of and adherence to the policies and requirements set forth in the current Handbook, and any subsequent revisions to such Handbook. If there is a conflict between any terms set forth in this Agreement with any provision of the Handbook, this Agreement will control.

# **Mediation and Arbitration of TERMINATION for cause**: Employee may challenge his/her termination for Cause by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days of the Employee’s termination. Failure to provide such written notice within said period shall result in the waiver of the right to challenge Employee’s termination for Cause.

No Arbitrator may apply a definition of “Cause” other than the definition appearing above. Arbitral review shall be limited to the question whether such grounds were put forth in good faith.

# PVPA and Employee agree that they will participate in mediation at least ninety (90) calendar days before any arbitration to allow both parties a reasonable opportunity to resolve the dispute prior to a full hearing.

# The Parties shall share all costs of mediation and/or arbitration equally’ provided both parties shall be responsible for their own attorneys’ fees. All mediations and arbitrations shall be held at a location to be agreed upon by the parties located within twenty-five (25) miles from PVPA’s physical location.

#  **Notice**: Any and all notices required to be given under the terms of this Agreement shall be in writing, shall be effective upon receipt, and shall be delivered to the addressee in person or mailed by certified mail, return receipt requested, to the address set forth on the first page of this Agreement or to such other address as the receiving party has furnished to the sending party for the purposes of notice prior to dispatch of the notice in question.

# **Severability**: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall nevertheless remain in full force and effect and will in no way be affected impaired, or invalidated, so long as the same continues to fairly reflect the intentions of the parties. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

# **Waiver**: The waiver by either party of any breach or violation of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach or violation thereof.

# **Modification**: The Agreement may be modified only in writing and such modifications must be signed by both parties.

# **Governing Law**: This contract shall be governed, construed and enforced in accordance with the laws of Massachusetts. Any dispute alleging a breach of this Agreement shall be brought in an agency or court of competent jurisdiction in Massachusetts, subject to Section 9.

# **Contract Heading**: All headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

This Agreement and Exhibit A (Job Description) to be annexed hereto, contains the entire Agreement between the parties herein and supersedes all prior negotiations, oral representations, and any other dealings pertaining to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first set forth above.

By:
 Date

By:
Executive Director Date

EXHIBIT A
(Job Description)