

PIONEER VALLEY PERFORMING ARTS
CHARTER PUBLIC SCHOOL

EMPLOYMENT CONTRACT

AGREEMENT effective the 1st day of July, 2011 by and between the PIONEER VALLEY PERFORMING ARTS CHARTER PUBLIC SCHOOL, a Massachusetts public charter school located at 15 Mulligan Drive, South Hadley, Massachusetts 01075, hereinafter referred to as "PVPA" or "Employer" and _____, of _____, Massachusetts, hereinafter referred to as "Employee" or "you."

I. TERM AND EMPLOYMENT PERIOD. Employee's employment begins on July 1, 2011 and will continue through June 30, 2014 (the "Employment Period"), unless extended as set forth below. Employee's continued employment with PVPA after the expiration of the Term specified in this contract plus any extensions will be on an at-will basis, which means that Employee's continued employment after the Term plus any extensions will have no specific duration and that either he or PVPA may terminate the employment at any time after the Term, with or without cause. The actual period of time that Employee remains employed by PVPA represents the Employment Period

PVPA shall notify Employee by April 15th of each year of its intention to terminate or extend the contract past the stated expiration date. In the case of termination, said notice will be given to Employee by certified mail at his address of record. The depositing into the mail of said notice shall constitute the date of notice. Failure to provide Employee with written notice by the required April 15th date shall constitute an automatic renewal of this contract of employment, resulting in a one-year extension of the expiration date.

2. TITLE; DUTIES; RESPONSIBILITIES; REPORTING. Employee shall serve during the course of his employment as Head of School of the Pioneer Valley Performing Arts Charter Public School. as prescribed by the Laws of the Commonwealth of Massachusetts and by the charter, rules and regulations made thereunder by the Board of Trustees.

The general duties of the position of Head of School which is the subject matter of this Agreement, have been generally agreed upon but will be described more fully in a document to be entitled Appendix A and attached hereto. Said document will be prepared and attached within 60 days of the date this contract is signed by Employee

The Employee is employed on a twelve (12) month basis and is expected to attend any and all meetings necessary to carry out his duties, including, but not limited to, meetings of the Board of Trustees and Finance Committee. The

Employee agrees to devote his time, skill, labor and attention to his duties during the term of this Agreement;

In addition, annually between the months of April and May the Board, in conjunction with the Employee, will set the goals and objectives for the coming school year.

The Employee reports to the Board of Trustees but shall not be a member thereof.

3. SALARY AND OTHER COMPENSATION.

A. SALARY:

In consideration of an annual salary of \$ _____, Employee agrees to perform faithfully the duties of Head of School of PVPA. The annual salary shall be paid in bi-weekly installments in accordance with the policy of the Board governing payment of other professional staff members in the School.

The above salary schedule shall be the minimum per annum. The Employee shall have the option of negotiating additional increases depending on the results of his annual performance evaluation. Employer expects to be able to provide Employee with at least annual COLA increases, subject to the fiscal condition of the School.

B. OTHER BENEFITS:

The Employer shall at all times during the term of this Agreement provide and maintain for Employee, and Employee shall be entitled to participate in, all fringe benefits in effect which are now available for professional employees of the PVPA or which are introduced by the Employer during the term of this Agreement, all as set forth in the Staff Handbook. Said benefits and policies as set forth therein are subject to change from time to time at the discretion of the Board. Solely to the extent they may be different from applicable employee benefits provided under the Employer's Staff Handbook, PVPA agrees to provide the Employee with the following benefits:

- (i) Professional Development: The Board of Trustees expects the Employee to continue his professional development and expects him to participate in relevant learning experiences. Employee is encouraged to attend professional conferences, workshops, classes and meetings. It is expected Employee will submit a proposal for such programs, related expenses and reimbursable travel so as to be included in the budgeting process for approval by the board.

- (ii) Other Benefits: Other benefits such as sick leave, personal days, vacation and insurance will be provided in accordance with the policies detailed in the Staff Handbook, as may be amended from time to time by the Board of Trustees. Provided, however, if the Staff Handbook does not so provide, the Employee will be entitled to 25 days of vacation time in his first year of employment and 25 days in subsequent years

4. PERFORMANCE EVALUATION:

On an annual basis, using an evaluation instrument and process made known to the Employee on or about February 1 of the school year, the Board of Trustees shall evaluate in writing the performance of the Employee on or about April 15th of every year. The evaluation instrument and process will be prepared with input from the Employee. Employee will not unreasonably object to any instrument or process prepared by the Employer. The evaluation instrument and process will include review of objective standards and benchmarks relating to the overall administration of PVPA. The process will also include, but not necessarily be limited to, a review of the Employee's performance in the areas of leadership accountability and responsibility, financial management, human resources, and student supervision.

5. EXPENSES; TRAVEL. Employer 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 if such expenses have been approved in advance by an appropriate school administrator. Employee is responsible for obtaining and furnishing to the School all required receipts and proof of expenses as per School policy.

6. TERMINATION OF EMPLOYMENT

A. TERMINATION FOR CAUSE.

Employer expects all School employees to be honest and to conduct their personal and professional affairs lawfully. Employer also expects that all employees will serve as models of responsible behavior for our students. Therefore, Employer reserves the right to terminate this contract at any time, effective immediately upon notice to you, if you

- (i) Are convicted of, plead guilty to, or enter a nolo contendere plea to any felony;

- (ii) Embezzle or steal funds or assets from the School, fellow employees or students;
- (iii) Are found to have engaged in conduct not in accord with standards established by the Board of Trustees
- (iv) Become physically or mentally disabled and have used all disability benefits available to you pursuant to state and federal family and medical leave laws and are unable to perform the essential functions of Employee's job with (i) reasonable accommodations that Employer provides or (ii) because the requested accommodation(s) Employer would have to provide would cause Employer undue hardship as that term is defined under state and federal law, and to the extent allowable pursuant to such laws and regulations; or
- (v) Refuse to perform your reasonable and customary duties under this contract in a satisfactory manner, fail to comply with any lawful order or directive of your superiors, use while on duty any illegal drug, alcohol, or tobacco, engage in behavior that harms, or that a reasonable person might view as placing in harm, a student enrolled at the School, or breach any material term of this contract.

B. TERMINATION UPON DEATH.

The employment period will end automatically upon your death, and Employer will pay your estate earned and accrued but previously unpaid salary, and accrued and unused vacation through the date the Employment Period ends.

C. CHANGE IN EMPLOYMENT STATUS DUE TO FISCAL EXIGENCY THAT REQUIRES SUBSTANTIAL SCHOOL REORGANIZATION

Employer reserves the right to reduce your hours of work, demote you to a lesser position at a lower rate of pay, or to lay you off from work based on fiscal exigencies that require substantial school reorganization. In any such instance, Employer will provide Employee written notice at least 60 days before such action, along with the reason(s) for it.

7. STAFF HANDBOOK AND SCHOOL 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 staff handbook, and any subsequent revisions to such handbook. If there is a conflict between a term set forth in this contract and a provision of the handbook, this contract will control. Employee agrees to participate in the periodic revisions of such Staff Handbook and to follow the revised handbook that may be issued. It is understood and agreed that staff shall

exhaust the Grievance Procedure, as outlined in the Staff Handbook, before pursuing mediation, arbitration or litigation.

8. **MEDIATION AND ARBITRATION OF DISPUTES.** It is understood and agreed that the terms of this paragraph do not apply to contract renewal decisions or determinations made pursuant to paragraph 6(C) above. Employee and Employer agree to participate in a formal mediation effort relative to the application of the terms of this contract prior to seeking redress through arbitration. It is also understood that each party will bear its own costs and attorneys' fees and that the cost of the mediator, if any, shall be divided equally. The parties agree to select a mutually agreeable mediator within a reasonable period of time from the date that the dispute has been brought to the attention of both parties. Both parties understand and agree that oral and written warnings shall **not** be subject to either mediation or arbitration. It is understood, however, that , by accepting this position Employee agrees that any other legal dispute which may occur and which is related in any way to Employee's employment or the termination of his employment during the term of this agreement, and which disputes cannot be resolved informally through mediation, shall be resolved through binding and final private arbitration before an arbitrator mutually selected by Employee and Employer. It is also understood that each party will bear its own costs and attorneys' fees and that the cost of the arbitrator shall be divided equally. If the parties are unable to agree upon an arbitrator within twenty-one (21) days after either party has made a demand for arbitration, the matter will be submitted for employment arbitration to the Boston Office of the American Arbitration Association and conducted pursuant to their governing arbitration rules. The parties further agree that the Arbitration hearing shall be conducted in either South Hadley or Northampton, Massachusetts.

The decision of the arbitrator shall be final, conclusive and binding on the parties.

9. **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.

10. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

11. **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.

12. **MODIFICATION.** The Agreement may be modified only in writing and such modifications must be signed by both parties.

13. **GOVERNING LAW.** This contract shall be governed, construed and enforced in accordance with the laws of Massachusetts.

14. **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 the Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

This Agreement of 6 pages and the 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 HEREOF, Employee and Employer have entered into this contract as of the date set forth above. Both parties have executed duplicate originals and each has retained one.

Name

**Pioneer Valley Performing Arts
Charter Public School**

Date

President, Board of Trustees

ADDENDUM TO CONTRACT

This addendum relates to the contract signed April 4, 2011.

Per the terms of Paragraph 1 (Term and Employment Period), the employment period is extended to continue through June 30, 2016.

The remainder of the contract signed April 4, 2011 is unchanged and in force, except as set forth within.

IN WITNESS HEREOF, you and the School have entered into the addendum to the contract as of the date set forth.

Pioneer Valley Performing Arts Charter Public School

President, Board of Trustees

Date _____

Date _____

ADDENDUM TO EMPLOYMENT CONTRACT

The undersigned parties to an Employment Contract dated July 1, 2011 and signed April 4, 2011, by and between the Pioneer Valley Performing Arts Charter Public School (the "Employer") and (the "Employee"), hereby mutually agree to amend such contract as follows:

Paragraph 1. Term and Employment Period: The employment period is extended to continue through June 30, 2019.

Paragraph 2. Title; Duties; Responsibilities; Reporting. "Appendix A" is added to this contract, which represents the revised duties, responsibilities, and expectations of this position.

Paragraph 3. Salary and Other Compensation. The annual salary shall be \$ _____ for Fiscal Year 2017.

All other terms and conditions of the Employment Contract remain the same, unchanged and in force.

IN WITNESS HEREOF, the parties have entered into this addendum to the Employment Contract as of the date set forth below.

Employer, Pioneer Valley Performing Arts
Charter Public School

By the President of the Board of Trustees,

Date

Date