

# 先鋒中英雙語學校

Pioneer Valley Chinese Immersion Charter School

<insert date>

<Employee Name>

Dear <Employee Name>:

I am pleased to offer you a full time position (1.0 FTE) as a <Job Title> with the following duties:

- <insert job duties>

Your first day of employment would be August 17, 2016, subject to verification of your qualifications. Your academic year appointment will be from August 17, 2016 through August 16, 2017 and will be renewed annually by June 15, 2017, subject to performance and the needs of the school. The job will pay \$<insert salary> for an academic year with 198 working days consisting of 180 days with school in session, 10 days before the first day of school, 3 curriculum days during the school year, and 5 days after the last day of school.

We require documentation of your undergraduate and graduate degree, teaching licenses, and/or any teacher licensing exams (MTEL) that you have passed. Please sign and return the attached Letter of Employment by <insert date> to accept our offer. We look forward to having you join our school.

Sincerely,

<Authorized School Official>

# 先鋒中英雙語學校

*Pioneer Valley Chinese Immersion Charter School*

## LETTER OF EMPLOYMENT

This Letter of Employment is between the **Pioneer Valley Chinese Immersion Charter School** and *<Employee Name>*. The parties have entered into this Letter of Employment as of *<insert date>*.

**1. TERM AND EMPLOYMENT PERIOD.** Your employment is for one academic year beginning on August 17, 2016 and will continue through August 16, 2017 (hereinafter referred to as the “Term”). You will be notified by June 15, 2017 regarding whether your appointment will be renewed for the succeeding academic year.

## **2. TITLE; DUTIES; RESPONSIBILITIES; REPORTING**

A. Title. We are employing you, and you agree to serve, as a full-time (1.0) *<Job Title>*, or in any other similar capacity that we designate during the Term.

B. Duties. Your duties will be those customarily performed by others similarly employed as educators and as outlined in our job description and staff handbook (both of which shall be revised from time to time). We may change your duties at any time, subject to the needs of the School, state or federal regulatory or legal requirements and the terms of this Letter of Employment.

C. Full-Time Employment. Your employment with us is full time during the Term, you will not engage in any other business or employment that may interfere with your work responsibilities without written consent from the School’s Principal.

D. Responsibilities. It is understood and agreed that you will always use your best efforts to further the objectives and interests of the School and its students. You agree to follow all lawful orders and directives and to strive to remain current with School policies and procedures.

E. Reporting. You will report to the Principal or designee in a regular and agreed upon manner.

## **3. SALARY AND OTHER COMPENSATION**

### **A. Salary**

(1) During the Term we will pay you a gross salary of \$*<insert salary>*. If the School’s Board of Trustees votes a Cost of Living Adjustment (COLA) during the Term, your salary shall be adjusted to reflect such increase.

(2) Your salary (i) will be paid in equal, prorated installments every other week on a regularly designated payday, (ii) will be subject to all withholdings and deductions, such as state and federal payroll taxes, health insurance premium payments and pension deductions that are required by law or that you ask us to

make, and (iii) is exclusive of employment benefits and discretionary bonuses, if any.

B. Benefit Plans. You will be entitled to participate in all employee benefit plans offered to School employees with your FTE status. These benefits will be available in accordance with the policies approved and adopted by the School's Board of Trustees and are subject to change from time to time based on the sole discretion of such Board.

#### **4. EXPENSES; TRAVEL.**

A. Expenses; Travel. We will reimburse you for all reasonable, necessary, work-related travel and other out-of-pocket expenses that you incur during the period of this Letter of Employment if such expenses have been approved in advance by the Board. You are responsible for obtaining and furnishing to the School all required receipts and proof of expense as per School policy.

#### **5. TERMINATION OF EMPLOYMENT**

A. During the first ninety (90) calendar days of employment, the School may terminate your employment with or without cause.

B. Termination for Cause (after the first ninety (90) calendar days of employment). We expect all School employees to be honest and to conduct their personal and professional affairs lawfully. We also expect that our employees will serve as a model of responsible behavior for our students. Therefore, the School reserves the right to terminate your employment at any time, effective immediately upon notice to you, if you:

- (1) Are convicted of, plead guilty to, or enter a nolo contendere plea to any felony;
- (2) Embezzle or steal funds or assets from the School, fellow employees or students;
- (3) 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 either unable to reasonably and effectively carry out your duties with (i) reasonable accommodations that we provide or (ii) because the necessary accommodations we would have to provided would cause us undue hardship as that term is defined under state and federal law;
- (4) Fail or refuse to perform your reasonable and customary duties under this Letter of Employment in a satisfactory manner, fail to comply with any lawful order or directive of your superiors, use while on duty any illegal drug or alcohol, 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 Letter of Employment;
- (5) Fail to meet professional expectations; or
- (6) Fail to maintain an acceptable CORI and fingerprinting record as determined by the School, or refuse to participate in state mandated CORI and fingerprinting checks.

B. Termination Upon Death. The employment period will end automatically upon your death, and we will pay your estate earned and accrued but previously unpaid salary, and accrued and unused vacation through the date the Term ends.

C. Termination Due To Fiscal Exigency. We reserve the right to place you on layoff status due to fiscal exigency or the school's educational requirements at that time. You may remain on layoff status until the expiration of the Term. If you are not recalled from layoff prior to the expiration of the Term, you will be deemed terminated as of the expiration of the Term.

D. Termination Due To Lack of Qualification. We reserve the right to terminate you should you become unable to fulfill the requirements of the job due to lack of qualifications or loss of the right to work.

6. **STAFF HANDBOOK AND SCHOOL POLICIES.** You acknowledge that you have received a copy of the current staff handbook and that your employment is conditioned on your review 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 Letter of Employment and a provision of the handbook, this Letter of Employment will control. You agree to participate in the periodic revisions of such Staff Handbook and to follow the revised handbook that may be issued.

7. **ENTIRE AGREEMENT/SEVERABILITY.** This Letter of Employment sets forth the entire agreement and understanding between you and the school regarding your employment with the School. The terms of this Letter of Employment may not be changed except by agreement in writing signed by you and an appropriate designee of the Board of Trustees. Should any provision of this Letter of Employment, or portion thereof, be found invalid and unenforceable, the remaining provisions shall continue in full force and effect.

8. **GOVERNING LAW.** This Letter of Employment shall be governed, construed and enforced in accordance with the laws of Massachusetts. The School agrees to abide by the requirements of the Education Reform Act and M.G.L. c. 71, § 89, if applicable.

**IN WITNESS HEREOF**, you and the School have entered into this Letter of Employment as of the date set forth above.

**Pioneer Valley Chinese Immersion  
Charter School**

\_\_\_\_\_  
<Employee Name>

By \_\_\_\_\_  
<Authorized School Official>

\_\_\_\_\_  
Date

By \_\_\_\_\_  
<Authorized School Official>