

先锋中英双语学校

Pioneer Valley Chinese Immersion Charter School

Richard's Personnel File

EMPLOYMENT CONTRACT

This is a contract between the **Pioneer Valley Chinese Immersion Charter School** and **Richard Everett Alcorn**. You and we have entered into this contract as of September 13, 2010.

1. TERM AND EMPLOYMENT PERIOD. Your employment begins on September 13, 2010 and will continue through August 31, 2013. The term of this contract shall automatically rollover for an additional year on each September 1 commencing for the first time on September 1, 2011, unless the Board gives at least a sixty (60) day written notice its intention not to roll over the contract prior to September 1 of any year. Once this notice is given then no further notice by the Board will be required, and the contract will automatically terminate at the conclusion of its term, including any extension given to the original term of the contract.

2. TITLE; DUTIES; RESPONSIBILITIES; REPORTING

A. Title. We are employing you, and you agree to serve, as **Executive Director**.

B. Duties. Your duties will be those customarily performed by others similarly employed as charter school Executive Directors and with a job description as described in "Roles and Responsibilities of the Executive Director" section of the "Executive Director Search v.1/4/2010" and the PVCICS Staff Handbook (both the job description and handbook may 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 contract.

C. Full-Time Employment. Your employment with us is full time, and, therefore, during the Employment Period, you will not engage in any other business or employment that may interfere with your work responsibilities without written consent from the School's Board of Trustees.

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 Board of Trustees in a regular and agreed upon manner.

3. SALARY AND OTHER COMPENSATION

317 Russell Street, Hadley, MA 01035

Phone: 413-582-7040 Fax: 413-582-7068 Email: info@pvcics.org Web: www.pvcics.org

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A. Salary

(1) During the Term of this Contract we will pay you an annual salary as follows: \$60,000.00 from Sept. 13, 2010 until August 31, 2013. (The first year is pro-rated since the time period is not one full year). The second and third years of the contract will be negotiated by the parties, however the salary will not be less in any year of the contract than the annualized salary of 60,000, or in future years any less amount than the salary received in the preceding year.

(2) Your salary (i) will be paid in equal, prorated installments every other week or once monthly (to be agreed upon) 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.

(3) If you wish to resign employment during the term of this contract you must give written notice at least 120 days in advance of September 1 of any year, unless otherwise mutually agreed to in writing between the parties.

B. Benefit Plans. You will be entitled to participate in all employee benefit plans offered to full-time School employees. 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.

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 contract 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.

B. Expenses; Phone. We will reimburse you for the reasonable costs of a cell phone with voice, text, internet and email access. 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. Termination for Cause. 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 this contract at any time, effective immediately upon notice to you, if you

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- (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; or
- (4) Fail or 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 of 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 contract.

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 Employment Period ends.

C. Termination Due To Fiscal Exigency. We reserve the right to place you on layoff status should our funding be reduced by a significant amount. Such layoffs will proceed by length of service from newest employee forward except where curriculum needs necessitate retention of an individual with a specific Certification

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 contract and a provision of the handbook, this contract will control. You are entitled to all of the employment benefits contained in the Staff Handbook to the same extent as all other employees including vacation, personal leave, sick leave and other rights and benefits as contained in those documents. You agree 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 either mediation or arbitration.

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7. MEDIATION AND ARBITRATION OF DISPUTES. It is understood and agreed that the terms of this paragraph do not apply to contract renewal decisions. It is also understood that it does apply to any suspension or discharge that may occur during the term of this agreement. You agree to participate in a formal mediation effort relative to the application of the terms of this contract prior to seeking redress through arbitration. Both parties understand and agree that oral and written warnings shall not be subject to either mediation or arbitration; however, it is understood that if you accept this position you and the School agree that any legal dispute which may occur and which are related in any way to your employment or the termination of your 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 you and the School. 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 you and the School is 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 either the Hartford or 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 Hadley or Northampton, Massachusetts. The decision of the arbitrator shall be final, conclusive and binding on the parties.

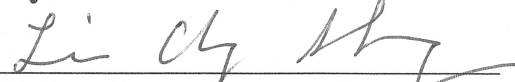
8. ENTIRE AGREEMENT/SEVERABILITY. This contract sets forth the entire agreement and understanding between you and the school regarding your Term of Employment. The terms of this contract may not be changed except by agreement in writing signed by you and an appropriate designee of the Board of Trustees.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

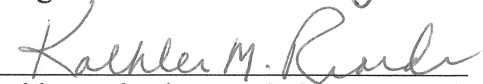
9. GOVERNING LAW. This contract shall be governed, construed and enforced in accordance with the laws of Massachusetts.

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


Richard E Alcorn

Pioneer Valley Chinese Immersion Charter School

By 
Chung Liu, PVCICS BOT
Acting Chair

By 
Kathleen Riordan, PVCICS BOT
Chair Personnel Committee

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