

PAULO FREIRE SOCIAL JUSTICE CHARTER SCHOOL
EMPLOYMENT AGREEMENT

This Agreement is made as of DATE, by and between the Board of Trustees hereinafter known as the "Board" of Paulo Freire Social Justice Charter School, hereinafter known as the "School" and EMPLOYEE NAME hereinafter referred to as the "Executive Director" or "the Employee".

I. EMPLOYMENT:

The Board hereby employs EMPLOYEE NAME as Executive Director of the Paulo Freire Social Justice Charter School for the period START DATE through END DATE and EMPLOYEE NAME hereby accepts the employment.

II. TERMS:

- (a) The Executive Director's initial term of employment shall be for the period, commencing START DATE and ending END DATE unless sooner terminated under Article XI.
- (b) Your continued employment with us after the expiration of the Term specified in this contract will be on an at-will-basis, which means that your continued employment after the Term will not have a specific duration and that either you or we may terminate your employment at any time, with or without cause. The actual period of time you remain employed by us represents the Employment Period.

III. DUTIES:

The Employee shall perform faithfully to the best of his/her ability the duties of the Executive Director as specified in the charter of the Paulo Freire Social Justice Charter School.

IV. SALARY:

- 1) (a) Effective START DATE, the salary of the Executive Director shall be YEARLY SALARY through END DATE, to include work associated with his/her responsibilities. Your salary (i) will be paid in equal, prorated installments twice a month on a regularly designated payday (the 15th and 30th in February either the 28th or 29th). Should either the 15th, 28th, 29th or 30th fall on a weekend, pay will occur on the Friday proceeding (ii) will be subject to all withholdings and deductions that required by law or that you ask us to make, and (iii) is exclusive of employment benefits and discretionary bonuses, if any. Future annual salary increases shall be at the discretion of Board based on merit, and related to the performance of job related duties and the achievement of mutually agreed goals. Merit increases will be subject to budgeting considerations. If the School's Board of Trustees votes a Cost of Living Adjustment (COLA) during the term of this agreement, your salary shall be adjusted to reflect such an increase.

- (b) The anniversary date for purposes of computing compensation increases shall be July 1st each year after the first year.
- (c) Supervision: Commencing START DATE the Board of Trustees will serve as the direct supervisor of the employee.

V. WORK YEAR:

The Employee is hired to provide services on an annual basis, and to spend such time beyond normal school hours and the school year as are necessary to accomplish her responsibilities.

VI. VACATION AND HOLIDAYS:

- (a) The Employee shall have access to 15 days of accumulated/credited vacation. On July 1st the Employee shall be credited with days of vacation, advanced against vacation to be earned during the year at the rate of 1.5 days per month of paid employment.
- (b) The Employee may carry over any unused vacation days up to a total of ten (10) days for no more than one year. If the Employee separates from employment having used vacation leave not yet earned, the vacation pay advanced may be deducted from any final pay or other monies owed to the Employee.
- (c) The recognized holidays shall be: New Years Day, Three Kings Day, Martin Luther King Day, Presidents Day, Patriot's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

VII. SICK AND PERSONAL LEAVE:

- (a) The Employee shall be entitled upon the effective date of her contract to accrue fifteen (15) days per year, (accrued at a rate of 1.5 day per month), for this contract.
- (b) If the Employee separates from employment having used sick or personal leave not yet earned, the sick pay advanced may be deducted from any final pay or other monies owed to the Employee.
- (c) In extenuating circumstances, involving extended medical disability, which exhausts all accumulated sick leave, the Board of Trustees may consider extension of this benefit.

VIII. OTHER BENEFITS:

- (a) **Reimbursement of Expenses:** The School shall reimburse the Employee for expenses reasonably incurred in the performance of his/her duties under this contract as follows:
1. Reimbursement for out of town travel related to position responsibilities will be made at the state rate.
 2. Reimbursement for in-town travel shall be made in the form of a travel allowance in the amount of \$500.00/year subject to budgeting considerations.
 3. The school expects the Employee to continue her professional development and expects her to participate in relevant learning experiences. It is expected the 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 Executive Director.
- (b) **Fringe Benefits:** The Employee shall be entitled to health benefits equivalent to those given to full time teaching staff.

IX. PERIODIC PHYSICAL EXAMINATIONS

The Employee shall comply with the health standards as required and specified in Massachusetts General Laws or applicable state regulations.

X. PERFORMANCE EVALUATION

The Board shall meet with the Employee at least once each year prior to May 1st for the purpose of discussing the Employee's performance in the fulfillment of his/her job responsibilities. The evaluation of performance shall be based upon mutually agreed upon criteria for the subsequent year as well as the current performance appraisal.

XI. TERMINATION:

The Employee or the school may terminate this Agreement. Termination by the Employee shall take place by giving at least a ninety-day written notice. Written notice shall be by certified mail, return receipt requested to the school office.

It is agreed that the Employee can be discharged only for good and just cause, as defined below in this section, upon proper notice and only after a hearing at which the Employee shall have the right to be represented by counsel.

A. Good and Just Cause to terminate the Employee exists if she:

- (1) Is convicted of, pleads guilty to, or enters a nolo contendere plea to any felony;
- (2) Embezzles or steals funds or assets from the School, fellow employees or students;
- (3) Becomes physically or mentally disabled and has used all disability benefits available to her pursuant to state and federal family and medical leave laws and is either unable to reasonably and effectively carry out her duties with (i) reasonable accommodations that the school provides or (ii) because the necessary accommodations the school would have to provide would cause undue hardship as that term is defined under state and federal law; or
- (4) Fails or refuses to perform her reasonable and customary duties under this contract in a satisfactory manner (as determined by the Board of Trustees), fails to comply with any lawful order or directive of the school, uses while on duty any illegal drug or alcohol, engages in behavior that harms, or that a reasonable person might view as placing in harm, a student enrolled at the School, or breaches any material term of this contract.

B. The Board of Trustees shall follow the following discharge procedure:

- (1) A written Notice of Intent to Terminate Employment shall be sent to the Employee. The Notice shall set forth in reasonable detail the factual basis for such action. Such notice of intent shall be sent by the school by certified mail, return receipt requested, to the home address on record for the Employee.
- (2) A hearing before the Board of Trustees shall be scheduled within thirty-days thereafter.
- (3) Termination may occur, after the hearing, and shall consist of a written notice initiated by the Board of Trustees to the home address of the Employee via registered mail.

C. Termination Upon Death.

The employment period will end automatically upon Employee's death, and the School will pay his estate or designated beneficiaries earned and accrued but previously unpaid salary and accrued and unused vacation through the date the Employment Period ends.

XII. CERTIFICATE: *(If Applicable)*

Employee shall furnish and maintain throughout the term of this Agreement a valid professional certificate as required by law or regulations.

XIII. STATE RETIREMENT:

The Employee shall enjoy retirement benefits as specified and provided for in Massachusetts General Laws, Chapter 32, and Section 2.

XIV. HOLD HARMLESS CLAUSE:

The school shall provide insurance providing indemnification for expenses and damages incurred by the Employee in defense or settlement of a claim against her, which claim arose out of acts performed by the Employee while acting within the scope of her official duties or employment, provided that the defense or settlement of such claim shall have been made by an attorney legally employed for the purpose by the school or by an attorney furnished by an insurer obligated under the terms of the policy to defend the School against such claim.

XV. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the school and the Employee, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

XVI. INVALIDITY:

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

XVII. MEDIATION:

Any disputes or controversy, between Employer and Employee arising out of or relating to this Agreement or breach thereof, may be addressed initially through the process of mediation. The parties agree to select a mutually agreeable mediator within thirty (30) days from the date that the dispute has been brought to the attention of both parties. If the parties are unable to resolve their dispute through mediation, either party may seek permitted legal relief.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this

_____ Date: _____
President, Board of Trustees
On Behalf of the PFSJCS Board of Trustees

_____ Date: _____
Employee Name