

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective _____ (“Effective Date”), is made by and between SPRINGFIELD PREPARATORY CHARTER SCHOOL (“School”) of Springfield, Massachusetts and _____, with a residential address of _____, (“_____”) (School and _____, each a “Party”). The Parties hereby agree to the following:

1. **EMPLOYMENT:** The School hereby employs _____ as Executive Director and _____ accepts employment on the terms and conditions stated herein. _____ will be responsible for all operations of the School, consistent with his reporting obligations to the School’s Board of Trustees. _____ will devote his entire business time, attention, and energies to the business of the School.
2. **TERM:** Except as otherwise provided in paragraph 7 hereof, the School shall employ _____ for the period July 1, 2021 to June 30, 2022 (“Term”). This Agreement will extend automatically for successive periods of one (1) year (each a “Renewal Term”) unless a Party notifies the other Party in writing of his/its intent not to renew the Agreement thirty (30) days prior to the expiration of the Initial Term or a Renewal Term.
3. **SALARY:** For all the services provided hereunder, the School shall pay _____ at the rate of \$XXXX per Term (“Salary”), which shall be paid incrementally during the Term at regular payroll periods as agreed to by the School and _____ for the duration of his employment with the School. If _____’s service for the School terminates for any reason prior to the end of a Term, the School shall pay _____ such incremental compensation through the payroll period (and any fraction thereof) coinciding with the date of termination.
4. **BENEFITS:** In addition to the Salary, the School shall provide to _____ the benefits typically provided to the employees of the School, which may include vacation, health, vision, dental, disability, and/or other benefits. The foregoing shall not be construed to require the School to establish any such plans or to prevent the modification or termination of such plans once established, and no such action or failure thereof shall affect this Agreement.
5. **BUSINESS EXPENSES:** _____ shall be reimbursed for such reasonable travel and other expenses incurred in the performance of his duties hereunder upon submission of appropriately itemized statements on forms regularly used by the School for such purposes. Such expenses for any single event shall not, without the prior approval of an Officer of the Board of Trustees, exceed the greater of five hundred dollars (\$500) or other amount approved by the Board of Trustees of the School.
6. **EVALUATION:** _____ shall perform his duties as detailed in his job description. The Chair of the Board shall meet with _____ during the year to discuss his job performance and will provide a formal annual evaluation of _____’s job performance.

7. TERMINATION: As an "at will" contract, _____ or the School may terminate this Agreement with or without cause at any time.

8. NON-ASSIGNMENT. This is an Agreement for the performance of personal services and may not be assigned by either Party.

9. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed entirely within the Commonwealth. Any action to enforce this Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located within Hampden County in the Commonwealth of Massachusetts. In any action to enforce this Agreement, a Party shall accept service of process by mail at the Party's residence or principal place of business. In any action in which service is made pursuant to this paragraph, the Parties waive any challenge to the personal jurisdiction of the court.

10. Entire Understanding. This Agreement contains the entire understanding of the Parties relating to the subject matter herein contained, and can be changed only by a writing signed by both Parties. This Agreement supersedes and cancels all prior agreements relating to the subject matter of this Agreement.

11. Void Provisions. If any provision of this Agreement, as applied to either Party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall be deemed stricken from this Agreement and shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

12. Paragraph Headings. Paragraph headings are for reference only.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date first written above.

By: _____

By: _____

Name: _____

Title: Springfield Prep Board Chair

DATE: _____

DATE: _____