

## EMPLOYMENT AGREEMENT

between the

**MASSACHUSETTS VIRTUAL ACADEMY AT GREENFIELD  
COMMONWEALTH VIRTUAL SCHOOL**

and

**XXXXXXXXXXXX, DIRECTOR OF STUDENT SUPPORT SERVICES**

This Employment Agreement (hereinafter referred to as the "Agreement") is made between XXXXXXXXXXXX (hereinafter referred to as the "Executive Director") on behalf of the Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School and XXXXXXXXXXXX (hereinafter referred to as the "Director"). For mutual consideration expressed herein, the parties agree as follows:

### **1. EMPLOYMENT:**

The Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School hereby employs XXXXXXXXXXXX as Director of Student Support Services of the Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School (hereinafter referred to as MAVA), and XXXXXXXXXXXX hereby accepts such employment, on the terms and conditions contained in this Agreement.

### **2. DURATION:**

- A. The Director shall be employed as the Director for a period of three (3) years, from July 1, 2017 through June 30, 2020, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein.
- B. The Director shall notify the Executive Director on or before January 1, 2020, in writing, as to his desires concerning a new agreement.
- C. The Executive Director, on or before January 1, 2020, shall notify the Director, in writing, as to whether or not she wishes to commence negotiations for a successor Agreement. Failure of the Executive Director to give such notice shall be considered the same as notice by the Executive Director that she does not wish to commence negotiations for a successor Agreement. In such event, this Agreement shall terminate, as hereinbefore provided, on June 30, 2020.
- D. In the event that both the Director and the Executive Director give notice to each other indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2020.
- E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2020, unless otherwise agreed upon in writing by the parties.

### **3. COMPENSATION:**

A. MAV A agrees to pay the Director, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Director of Student Support Services of MAV A, a salary of \$100,000.00 for the Agreement beginning on July 1, 2017 to June 30, 2018 to be paid 50% from the local budget and 50% from appropriate grants for which the Director is responsible. The salary shall be payable in equal installments convenient to the parties, following the same schedule of compensation as for all other employees. At no time during the life of this agreement, or any extension hereof, shall the Director's salary be reduced. The Director and Executive Director will meet to negotiate salary for years 2 and 3 of this contract prior to the contract year for which the salary shall be determined.

### **4. DUTIES:**

A. In accordance with Massachusetts General Laws, Chapter 71, Section 59B, other applicable laws, the Director's job description, and the policies of MAV A, the Director shall be responsible to manage the programs and students under his charge per the Board of Trustees' approved job description. The Director recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the duties of his position as determined by the Board and will expend the time and effort necessary to effectively achieve the goals and purposes of MAV A. The Executive Director and the Board reserve the right to amend the Director's job description at any time.

B. The Director shall have the ability, subject to law and any legally binding contracts of the school district, to organize and arrange the staff under his supervision in such way as in his judgment best serves the school district, subject to final approval of the Executive Director.

C. The Director's powers, as described in paragraph A of this Section 4, may be limited by any official action of the Board and/or the Executive Director that is not in conflict with the terms of this Agreement or with state or federal law.

D. The Executive Director will promptly refer to the Director for his study and recommendation all criticisms, complaints and suggestions that are brought to her attention and which she deems important enough to warrant the Director's attention.

### **5. WORK YEAR AND LEAVE BENEFITS:**

**5.1 Work Year:** The work year for the Director is between July 1<sup>st</sup> and June 30<sup>th</sup> of the contract for each year of this contract. Year 1 shall be considered July 1, 2017-June 30, 2018; year 2 shall be considered July 1, 2018-June 30, 2019; and year 3 shall be considered July 1, 2019-June 30, 2019. The Director shall devote his full time, skill, labor and attention to the discharge of his duties as Director for the Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School.

**5.2 Sick Leave:** The Director is entitled to ten (10) days of sick leave to cover the Director's absences for personal illness or injury.

**5.3 Holidays:** The Director shall not be required to work on the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
	Day before New Year's Day

**5.4 Personal Leave:** The Board may grant the Director up to three (3) personal days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Director's work day or for emergencies. Requests for such leave must be submitted not less than forty-eight (48) hours before the absence occurs, whenever possible.

**5.5 Vacation Leave:** The Director shall receive twenty (20) working days of vacation, which shall be credited on the first day of this contract. The Director may carry over up to five (5) vacation days to the following year. If this Contract is terminated for any reason prior to its expiration date, the Director's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Any additional unused vacation days shall be deemed waived.

**5.6 Bereavement Leave:** The Director will be allowed up to five (5) bereavement days with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Director's spouse, child, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Director's household. The Executive Director may grant the Director up to one (1) bereavement day with pay to attend the funeral/memorial service for the Director's aunt or uncle. Two (2) additional days shall be granted for the death of an immediate family member requiring travel more than two hundred (200) miles. Additional bereavement leave may be granted by the Executive Director.

**5.7 Leave Pursuant to the Family Medical Leave Act ("FMLA"):** The Director may take any leave to which he is entitled pursuant to the FMLA. The Director shall use all his accrued paid leave (sick leave and personal leave) to which the Director is otherwise entitled during FMLA leave. Should the Director exhaust his accrued paid leave prior to the expiration of the Director's FMLA leave, the remainder of any such leave shall be unpaid. Under FMLA, the Director is also entitled to leaves as outlined in the school's Employee Manual.

**5.8 Emergency Closure:** The Director is not required to report for work in the office when school office is closed due to inclement weather or other emergency reasons. In such instances, the Director will work remotely unless an emergency prohibits him from doing otherwise.

**5.9 Jury Duty:** In the event the Director is required to be absent from work because of jury duty he shall continue to be paid his regular salary during the period that he is on jury duty, minus any remuneration received for such service. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

## **6. OUTSIDE ACTIVITIES:**

A The Director may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with his duties as Director.

B. The Director may undertake or engage in consulting work of any nature after first notifying the Executive Director, provided that the consulting work does not interfere with the performance of his duties as Director.

## **7. REIMBURSEMENT:**

**7.1 Courses, Conferences, Seminars and Workshops:** MAVVA recognizes the need for continued professional development on the part of the Director and will reimburse the Director for travel, attendance fees, lodging and other expenses associated with attending local, state and national professional conferences, seminars, or workshops which further the professional development or training of the Director, up to a maximum of \$1,000.00 per year to be paid from appropriate grant programs for which the Director is responsible.

**7.2 Cell Phone:** MAVVA will reimburse the Director for business use on his cell phone at a rate of \$20.00 per month, payable in two installments: December and June of each contract year.

**7.4 Expenses:** MAVVA shall pay the Director for local/regional travel, meals, and other expenses associated with the performance of his duties as Director.

## **8. HEALTH INSURANCE:**

**8.1 Group Health Insurance:** The Director may elect to obtain group health insurance available to employees and their dependents at MAVVA on the same terms and conditions as such insurance is generally available to employees in MAVVA, and the Director recognizes that MAVVA may change such terms and conditions and such insurance from time to time. If the Director declines to obtain such health insurance, the Director shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD") form.

**8.2 Other Insurances:** The Director is eligible for other insurances, including life insurance and long term disability insurance on the same terms and conditions as such insurances are generally available to other employees at MAVVA and the Director recognizes that MAVVA may change such terms and conditions and such insurances from time to time.

## **9. PERFORMANCE EVALUATION:**

The Director shall be evaluated annually by the Executive Director as outlined in the Massachusetts Department of Elementary and Secondary Education's Model Educator Evaluation System.

## **10. LICENSE:**

The Director hereby represents to MAVVA that he is currently licensed to serve as a Director pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of

Elementary and Secondary Education, and the Director shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as required by Massachusetts General Laws, as such may be amended from time to time. The Director agrees to notify the Executive Director within 24 hours of his license being revoked, rescinded, or lapsed.

**11. INDEMNIFICATION:**

**11.1.** In accordance with and to the extent provided by applicable Massachusetts General Laws, MAV A agrees to provide indemnification to the Director against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Director is acting within the scope of his employment or under direction of the Board. The Director shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Executive Director. The parties understand and agree that this indemnification provision shall not apply to actions by the Executive Director to suspend and/or terminate the Director.

**11.2** This Section 11 shall survive the termination of this Agreement.

**12. TERMINATION OF EMPLOYMENT AGREEMENT:**

A. The Executive Director may dismiss the Director at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a Director, insubordination, failure to meet the performance standards of the contract and approved job description, or other good cause. In that event, the Director will be given his rights as afforded by M.G.L. c. 30A, section 18 -25.

B. A dismissal by the Executive Director shall sever any and all rights that the Director shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

D. In the event that the Director desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 90 calendar days' notice of his intention to the Executive Director, or such other notice as is mutually agreed to by the parties in writing.

**13. NOTICES:**

All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Executive Director or sent by certified mail to the Executive Director in the case of the Director, or sent by certified mail to the Director in the case of the Executive Director.

**14. ENTIRE AGREEMENT:**

This Agreement contains the whole agreement between MAV A and the Director. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.

**15. SEVERABILITY:**

If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction the validity and enforceability of the remaining terms and provisions shall not be affected and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

**16. GOVERNING LAW:**

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

**17. COUNTERPARTS:**

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

17.1. Intellectual Property

Any intellectual property developed by the Director during the term of this Contract will be the property of the Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School.

17.2. Certificate Provision

This Contract is contingent on the Massachusetts Virtual Academy at Greenfield Commonwealth Virtual School continually possessing the Virtual School Certificate from the Department of Elementary and Secondary Education and availability of funds for the position from state reimbursements and federal and state grants.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 30th day of June 2017.

**By:**

Executive Director  
Massachusetts Virtual Academy  
at Greenfield Commonwealth Virtual School

School

**By:**

XXXXXXXXXX,  
Director of Student Services  
Massachusetts Virtual Academy  
at Greenfield Commonwealth Virtual  
School