

EMPLOYMENT AGREEMENT

between the

MASSACHUSETTS VIRTUAL ACADEMY AT GREENFIELD
and

xxxxxxxxxxxxx, EXECUTIVE DIRECTOR
(4/3/17 - 6/30/18)

This Employment Agreement (hereinafter referred to as the "Agreement") is made between the Massachusetts Virtual Academy at Greenfield's Board of Directors (hereinafter referred to as the "Board") and xxxxxxxxxxxxxxxx (hereinafter referred to as the "Executive Director"). For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT:

The Board hereby employs xxxxxxxxxx as Executive Director of the Massachusetts Virtual Academy at Greenfield, and xxxxxxxxxx hereby accepts such employment, on the terms and conditions contained in this Agreement.

2. DURATION:

A. The Executive Director shall be employed as the Executive for a period of fifteen (15) months, from April 3, 2017 through June 30, 2018, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein.

B. The Executive Director shall notify the Board on or before January 1, 2018, in writing, as to her desires concerning a new agreement.

C. The Board, on or before January 1, 2018, shall notify the Executive Director, in writing, as to whether or not it wishes to commence negotiations for a successor Agreement. Failure of the Board to give such notice shall be considered the same as notice by the Board that it does not wish to commence negotiations for a successor Agreement. In such event, this Agreement shall terminate, as hereinbefore provided, on June 30, 2018.

D. In the event that both the Executive Director and the Board 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, 2018.

E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2018, unless otherwise agreed upon in writing by the parties.

3. COMPENSATION:

A. The Board agrees to pay the Executive Director, in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Executive Director of the Massachusetts Virtual Academy at Greenfield, a salary of \$XXX,XXX for the Agreement beginning on April 3, 2017 (annual rate of \$XXX,XXX from July 1, 2017 to June 30, 2018 plus a prorated amount of \$XX,XXX for the three months from April 3, 2017-June 30, 2017). 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 Executive Director's salary be reduced.

4. DUTIES:

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

B. The Executive Director shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such way as in her judgment best serves the school district.

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

D. The Board, individually and collectively, will promptly refer to the Executive Director for her study and recommendation all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Executive Director's attention.

5. WORK YEAR AND LEAVE BENEFITS:

5.1 Work Year: The work year for the Executive Director is between April 3rd and June 30th of this contract. Any extension of this contract will follow the fiscal year (July 1-June 30) for the purposes of determining work year and leave benefits. The Executive Director shall devote her full time, skill, labor and attention to the discharge of her duties as Executive Director for the Massachusetts Virtual Academy at Greenfield.

5.2 Sick Leave: The Executive Director is entitled to twelve (12) days of sick leave to cover the Executive Director's absences for personal illness or injury.

5.3 Holidays: The Executive 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 Executive 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 Executive 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 Executive Director shall receive twenty-five (25) working days of vacation, which shall be credited on the first day of this contract. The Executive Director may carry over up to ten (10) vacation days to the following year, should the contract be renewed. In the event that this Contract is terminated for any reason prior to its expiration date, the Executive 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 Executive 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 Executive 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 Executive Director's household. The Board may grant the Executive Director up to one (1) bereavement day with pay to attend the funeral/memorial service for the Executive Director's aunt or uncle. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. Additional bereavement leave may be granted by the Board.

5.7 Leave Pursuant to the Family Medical Leave Act ("FMLA") and/or the Massachusetts Maternity Leave Act "MMLA"): The Executive Director may take any leave to which she is entitled pursuant to the MMLA and/or the FMLA. The Executive Director shall use all of her accrued paid leave (sick leave and personal leave) to which the Executive Director is otherwise entitled during any MMLA and/or FMLA leave. [The Executive Director shall only use accrued sick leave for the Executive Director's own illness, injury, and/or disability attributed to pregnancy, birth, or delivery of a child.] Should the Executive Director exhaust her accrued paid leave prior to the expiration of the Executive Director's MMLA and/or FMLA leave, the remainder of any such leave shall be unpaid. Under FMLA, the Executive Director is also entitled to the following leaves:

- Qualifying Exigency Leave for certain “qualifying exigencies” arising out of the fact that the Executive Director’s spouse, child of any age or parent is on active duty (or has been notified of an impending call to active duty) in support of certain types of military operations, known as “contingency operations.” The family member must be a member of the National Guard or one of the military’s Reserve units or a retired member of the Regular Armed Forces or the Reserves. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings and any other circumstance that the School and the employee agree should be a qualifying exigency and as to which they agree about the timing of the leave for that event.
- Military Caregiver Leave to care for a spouse, child of any age, parent or next of kin who is a current member of the Armed Forces (including a member of the National Guard or the Reserves) and incurs a serious illness or injury in the line of duty or active duty that may render the service member medically unable to perform his or her duties, if the illness or injury is one for which the service member (1) is undergoing medical treatment, recuperation or therapy, (2) is in outpatient status, or (3) is on the temporary disability retired list. If Military Caregiver Leave also qualifies as Family Illness Leave, the leave will be designated as Military Caregiver Leave.

5.8 Small Necessities Leaves

The Executive Director shall be granted Small Necessities Leaves, in accordance with the Massachusetts Small Necessities Leave Act, which are defined as absences of an employee for any of the following purposes:

- to participate in school activities directly related to the educational advancement of a child of the employee, such as parent-teacher conferences or interviewing for a new school;
- to accompany a child of the employee or an elderly relative of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- to accompany an elderly relative of the employee to appointments for other professional services related to the elderly relative’s care, such as interviewing at nursing or group homes.
- for purposes of this policy, an elderly relative of an employee is an individual of at least 60 years of age who is related by blood or marriage to the employee.

5.9 Required Information:

The Executive Director, when seeking a Family and Medical Leave or a Small Necessities Leave must provide sufficient information for the Board to determine if the leave may qualify for FMLA or SNLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Executive Director is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for a Qualifying Exigency Leave or a Military Caregiver Leave. The Executive Director must also inform the Board if the requested leave is for a

reason for which a Family and Medical Leave was previously taken or certified. The Executive Director may also be required to provide a certification and periodic recertification supporting the need for leave. Unless a longer period is specified, a medical certification or recertification must be completed and returned to the Board within 15 days of the Board's request. Moreover, the Executive Director may be contacted periodically for updates concerning her status and intent to return. The Executive Director is expected to be fully responsive to such requests for updates.

5.10 Emergency Closure: The Executive 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 Executive Director will work remotely unless an emergency prohibits her from doing otherwise.

5.11 Jury Duty: In the event the Executive Director is required to be absent from work because of jury duty she shall continue to be paid her regular salary during the period of time that she 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 Executive Director may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with her duties as Executive Director.

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

7. REIMBURSEMENT:

7.1 Courses, Conferences, Seminars and Workshops: The Board recognizes the need for continued professional development on the part of the Executive Director and will reimburse the Executive 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 Executive Director, up to a maximum of \$2000.00 per year.

7.2 Cell Phone: The Board will provide the Executive Director with a smart phone for business use.

7.3 Professional Memberships: The Board shall pay the Executive Director's membership dues for membership in the Massachusetts Association of School Executive Directors (MASS), the Connecticut Valley Executive Directors' Round Table, and the Massachusetts Computer Using Educators (MassCUE).

7.4 Expenses: The Board shall pay the Executive Director for local/regional travel, meals, and other expenses associated with the performance of her duties as Executive Director.

8. HEALTH INSURANCE:

8.1 Group Health Insurance: The Executive Director may elect to obtain group health insurance available to employees and their dependents at the Massachusetts Virtual Academy at Greenfield on the same terms and conditions as such insurance is generally available to employees in the Massachusetts Virtual Academy at Greenfield, and the Executive Director recognizes that the Massachusetts Virtual Academy at Greenfield may change such terms and conditions and such insurance from time to time. If the Executive Director declines to obtain such health insurance, the Executive 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 Executive 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 the Massachusetts Virtual Academy at Greenfield and the Executive Director recognizes that the Massachusetts Virtual Academy at Greenfield may change such terms and conditions and such insurances from time to time.

9. PERFORMANCE EVALUATION:

The Executive Director shall be evaluated annually by the Massachusetts Virtual Academy at Greenfield’s Board of Trustees. The Board shall serve as the primary evaluators of the Executive Director. All evaluations shall be compiled by the appropriate subcommittee of the Massachusetts Virtual Academy at Greenfield Board, be signed by both the Chair of the Massachusetts Virtual Academy at Greenfield and Executive Director, and properly placed in the Executive Director's personnel file.

10. LICENSE:

The Executive Director hereby represents to the Board that she is currently licensed to serve as a School Executive 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 Executive Director shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying her to serve as a School Executive Director in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Executive Director agrees to notify the Board within 24 hours of her license being revoked, rescinded, or lapsed.

11. INDEMNIFICATION:

11.1. In accordance with and to the extent provided by applicable Massachusetts General Laws, the Massachusetts Virtual Academy at Greenfield agrees to provide indemnification to the Executive 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 Executive Director is acting within the scope of her employment or under direction of the Board. The Executive Director shall, within five (5) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board. The parties

understand and agree that this indemnification provision shall not apply to actions by the Board to suspend and/or terminate the Executive Director.

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

12. TERMINATION OF EMPLOYMENT AGREEMENT:

A. The Board may dismiss the Executive Director at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming an Executive Director, insubordination, failure to meet the performance standards of the contract and approved job description, or other good cause. In that event, the Executive Director will be given at least thirty (30) days' written notice, including a statement of the charges against her, and a hearing by the Board, at which she shall be given the right to legal representation and to all due process to which she is entitled.

B. Any dispute about the termination of the Executive Director by the Board shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties. These proceedings may be initiated by filing a demand for arbitration with AAA. The remedy of the arbitrator shall be reasonable financial compensation rather than reinstatement to the position.

C. A dismissal by the Board shall sever any and all rights that the Executive 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 Executive Director desires to terminate this Agreement before her term of service shall have expired, she may do so by giving at least 90 calendar days' notice of her intention to the Board 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 Board or sent by certified mail to the Board in the case of the Executive Director, or sent by certified mail to the Executive Director in the case of the Board.

14. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Board and the Executive 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this

 29th day of March , 2017.

By: _____
XXXXXXXXXXXXXXXXX
Executive Director
Massachusetts Virtual Academy
at Greenfield

By: _____
XXXXXXXXXXXXXXXXX,
Chairperson
Board of Directors
Massachusetts Virtual Academy
at Greenfield