

## EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Wilson Community Development Corporation d/b/a Dreamland Academy of Performing and Communication Arts, an Arkansas corporation ("Dreamland Academy") and \_\_\_\_\_ ("Employee").

### W-I-T-N-E-S-S-E-T-H

**WHEREAS**, Dreamland Academy of Performing and Communication Arts ("Dreamland Academy") is a public charter school committed to establishing and maintaining (1) a high quality arts-based elementary school for students in grades K-5 that is nurturing and inviting and (2) an effective school, which is defined as a place where a majority of the students achieve compliance with all standards required by state and federal law, regardless of their life circumstances;

**WHEREAS**, it is the policy of Dreamland Academy to employ highly qualified administrators, teachers, and classified staff who support Dreamland Academy's mission of achieving high educational standards, providing a nurturing environment for students, ensuring academic achievement, and developing students' skills and talents in the arts; and

**WHEREAS**, Dreamland Academy desires to employ the Employee upon all of the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. **Term.** Subject to the provisions of termination herein, the term of this Agreement is August 8, 2011 through June 11, 2012 ("Employment Term"). The Employment Term is subject to any change in the official school calendar as determined by the Arkansas Department of Education and the Dreamland Academy Board of Directors. Dreamland Academy's charter expires at the end of the 2011-2012 school year. Renewal of Employee's employment subsequent to the 2011-2012 school year is expressly contingent upon (1) the Arkansas Department of Education's renewal of the Dreamland Academy charter and (2) Employee's receipt of written notice of satisfactory performance and Dreamland Academy's intention to retain Employee as a staff member.

2. **Position and Duties.** Employee is employed on a full-time basis in the role of \_\_\_\_\_ . Employee's responsibilities shall include, but shall not be limited to,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Employee will devote his or her best efforts and loyalty to performing his or her duties as assigned or prescribed by the administrator. Employee will work cooperatively with the staff, faculty, and administration of Dreamland Academy.

of Dreamland Academy or which in any way interferes with or impairs the relationship of Dreamland Academy with any of the present or future employees, students, or parents of students of Dreamland Academy.

6. **Representations and Warranties.** Employee hereby represents and warrants to Dreamland Academy that he or she is not now under any obligation to any person, firm, corporation, or other entity which is inconsistent or in conflict with this Agreement or which would prevent, limit, or impair in any way the performance by Employee of his or her obligations hereunder.

7. **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas. In addition, Employee agrees and consents that Arkansas courts have jurisdiction and venue to hear disputes arising out of this Agreement.

8. **Entire Agreement.** Both parties agree that the above items address the specific terms of Employee's employment with Dreamland Academy. There are no other written or oral representations regarding the terms of Employee's employment. If any representations have been made to Employee that are not included in this written employment Agreement, then those representations are hereby superseded, nullified, and voided. Employee agrees that, in accepting employment with Dreamland Academy, Employee is not relying on, and has no right or basis to rely on, any representations not set forth in this Agreement. This agreement may not be amended, supplemented, or modified except by written instrument executed by all parties hereto. Employee's signature below confirms that he or she has read this employment Agreement and that Employee is knowingly and voluntarily accepting employment with Dreamland Academy subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the dates listed below.

**EMPLOYEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**DREAMLAND ACADEMY REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

3. **Salary.** Employee's annual salary shall be \$\_\_\_\_\_, subject to withholdings and applicable taxes, unless the Employment Term be sooner terminated for any reason. During the term of this Agreement, Employee shall also be entitled to employer-paid insurance benefits (currently valued at \$131.00 per month) and paid holidays when school is not in session and as designated by Dreamland Academy. Salary payments shall begin \_\_\_\_\_ and shall continue thereafter on the 15th and last day of each month until the end of the Employment Term.

4. **Termination and Discipline.** Employee's employment may be terminated in any one of the following ways prior to the expiration of the Employment Term:

(a) **Death.** The death of Employee shall immediately terminate the Employment Term and Employee's employment, and Dreamland Academy shall have no further obligation to the Employee or his heirs.

(b) **Termination by Dreamland Academy "For Cause".** Dreamland Academy may terminate the Employee's employment for good cause as shall be determined at the discretion of the Board of Directors at any time prior to the expiration of the Employment Term. It is specifically understood that good cause for discharge includes but is not limited to: (i) failure to provide a nurturing environment for students, (ii) failure to exhibit or engage in inviting behavior (as defined by the International Alliance of Inviting Education), (iii) misconduct, (iv) neglect of or inadequate performance of duties, (v) nonperformance or misperformance of duties, (vi) refusal to abide by or comply with the directives of the administrator(s), (vii) physical or mental incapacity, (viii) any action involving moral turpitude, including but not limited to Employee's conviction of a felony or other crime involving moral turpitude, (ix) violation of the terms of this Agreement or Dreamland Academy policy, (x) willful dishonesty, fraud, or misconduct with respect to the business or affairs of Dreamland Academy, (xi) Employee's abuse of alcohol or drugs (legal or illegal) that, in the Board of Directors' judgment, materially impairs Employee's ability to perform his or her duties hereunder, (xii) any conduct not in keeping with the mission of Dreamland Academy, which has nurturing and inviting behavior at the core of the school experience, (xiii) any conduct that reflects poorly on the school, or (xiv) any conduct that impairs the employee's usefulness in his or her capacity as an employee.

(c) **Discipline.** At the Board of Directors' discretion, Employee may also be subject to discipline, including but not limited to oral or written warnings or suspension, for conduct that constitutes good cause for discharge as enumerated in Paragraph 4(b) of this Agreement.

5. **Duty of Loyalty.** As a full-time employee of Dreamland Academy, Employee acknowledges that he or she owes Dreamland Academy a fiduciary duty and duty of loyalty during the Employment Term. Employee shall not, directly or indirectly, take any action or engage in any conduct during the Employment Term which is in any way adverse to the interests