

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), dated July 1, 2020, is by and between Academy of The Pacific Rim a Massachusetts Charter Public School (the "School"), and _____ (the "Executive").

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. **Employment.** Upon the terms and subject to the conditions set forth in this Agreement, the School employs the Executive and the Executive accepts employment with the School.
2. **Term.** This Agreement is effective on July 1, 2020 and continues initially on a two-year basis and year-to-year basis thereafter until terminated by either party in accordance with the provisions of this Agreement.
3. **Position.** The Executive serves as Executive Director of the School.
4. **Definition.** For the purposes of this Agreement, the term "Board of Trustees" shall refer to the Board of Trustees of the School.
5. **Duties and Reporting Relationship.** The Executive has the authority, subject to the direction of the Board of Trustees, to direct the management and operation of the School and such other executive duties as the Board of Trustees may specify from time to time.
6. **Restrictions on Outside Activities.** Executive will be a full-time employee of the School, and will devote Executive's full-time efforts on behalf of the School. Executive is not permitted to work as an employee, executive, independent contractor, volunteer or in any other capacity for any other person or business without written permission of the School. Executive agrees to disclose any outside employment, consulting or other activities to the School. Nothing in this paragraph prevents the Executive from engaging in volunteer work for religious or charitable organizations.
7. **Base Salary.** The School will pay the Executive a base salary, payable in accordance with the School's customary payroll practices, at the annual rate of \$_____ (U.S.) as compensation for the services to be performed by the Executive, which base salary may be changed annually on or about July 1st at the sole and absolute discretion of the Board of Trustees (the "**Base Salary**").

8. Bonus. The Executive is entitled to receive a bonus related to his performance in each fiscal year, which will be based on the School and/or the Executive meeting certain targets and objectives, such targets and objectives to be established by the Board of Trustees at the beginning of each fiscal year. To be eligible for the bonus, the Executive must still be employed by the School at the end of the fiscal year.

9. Benefits. Executive is eligible to participate in such health insurance and retirement programs as the School may offer to its employees from time to time. Executive acknowledges that such programs, if any, are subject to change by the School at any time, in its sole discretion.

10. Business Expenses. The School shall reimburse the Executive for reasonable expenses incurred in connection with his employment by the School, including, without limitation, reasonable travel, lodging and meal expenses incurred by him in connection with his performance of services hereunder upon submission of evidence, reasonably satisfactory to the Board of Trustees, of the incurrence and purpose of each such expense.

11. Paid Time Off. The Executive is entitled to eight (8) federal holidays, plus the day after Thanksgiving, February and April school breaks, break between Christmas and New Year, two (2) week summer vacation, eight (8) days of paid sick time and four (4) personal days, without carry-over accumulation.

12. Termination of Employment.

(a) Death. The Executive's employment automatically terminates upon the death of the Executive.

(b) Disability. The School is entitled to terminate the Executive's employment due to disability, which is defined as the inability to perform substantially his regular duties by reason of illness or other physical or mental incapacity expected to be of long-term or indefinite duration as determined by an independent physician selected reasonably and in good faith by the Board of Trustees ("Disability").

(c) Termination by Notice. Either the School or the Executive may terminate this Agreement at any time by providing three months written notice of termination. The School may provide three months pay in lieu of notice.

(d) Cause. The School may terminate the Executive's employment without notice for Cause. For purposes of this Agreement, "Cause" means:

(i) the willful failure by the Executive to substantially perform the Executive's duties specified hereunder or such other duties as may be reasonably defined by the Board of Trustees from time to time (other than any such failure resulting from the Executive's Disability), which failure to perform has not been cured within 30 days after a written demand for performance is delivered to the Executive by the Board of Trustees;

(ii) any fraud, material misappropriation, or embezzlement by the Executive in connection with the operation or management of the business of the School;

(iii) the Executive's conviction of a crime or entry of a plea of guilty or nolo contendere with respect to a criminal charge;

(iv) in the reasonable judgment of the Board of Trustees, the Executive's engaging or having engaged in willful and serious misconduct that is materially injurious to the School; or

(v) a breach by Executive of any term of this Agreement, which breach has not been cured within 30 days after a written demand for performance is delivered to the Executive by the Board of Trustees.

13. Freedom to Contract. The Executive represents that he is free to enter into this Agreement, that he has not and will not become subject to any Agreement in conflict with this Agreement, and that he will not disclose to the School or use for the School's benefit any trade secrets or confidential information which is the property of another party. The Executive warrants that he is not a party to any other restrictive agreement limiting his activities. Executive agrees to notify the School of future employer's name and address during the Non-Solicitation and Non-Competition Periods.

14. Enforcement and Damages. Executive understands that School's remedies at law for any breach of this Agreement by Executive are by itself inadequate and that any such breach will cause irreparable harm to the School. The Executive therefore agrees that, in addition to any other rights and remedies which may exist in the School's favor, the School may apply to any court of competent jurisdiction to obtain the specific performance of the provisions of this Agreement, and is entitled to injunctive relief against any act which would violate these provisions. It is agreed that in the event of a breach of this Agreement, the School is entitled to any and all consequential damages arising from such breach, including but not limited to lost profits. It is further agreed that, in the event of such a breach, the School is entitled to recover all of its costs and expenses

(including attorneys' fees) incurred by the School in enforcing its rights under this Agreement.

15. Severability. In the event that any provision of this Agreement is held to be overly broad as to time, duration, geographic applicability, activity or subject so as to be unenforceable at law or in equity, such provision shall be construed by the appropriate judicial body by limiting or reducing it so it is enforceable to the fullest extent compatible with the then applicable law. If any clause or provision of this Agreement is held to be unenforceable, the remainder of this Agreement will remain in full force and will not be affected.

16. Successors: Binding Agreement. This Agreement is a personal contract and the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him, except as otherwise expressly permitted by the provisions of this Agreement. This Agreement inures to the benefit of and is enforceable by the Executive and his personal or legal representatives, beneficiaries, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to him hereunder had the Executive continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or, if there is no such designee, to his estate. In the event of any sale or other disposition of all or substantially all of the assets of the School, or any reorganization, merger or consolidation of the School whereby the School is not the surviving or resulting corporation, the provisions of this Agreement are binding upon the surviving or resulting corporation or the person or entity to which such assets are sold or otherwise transferred.

17. Entire Agreement. This Agreement and its Exhibit contain all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto, including without limitation, any correspondence between the Executive and the Board of Trustees relating to the employment terms contained in this Agreement.

18. Amendment or Modification. Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by the Executive and the Board of Trustees. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

19. Choice of Law/Choice of Forum. This Agreement is a sealed instrument

and is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of its choice of law provisions. The Executive and School acknowledge that any lawsuit filed by Executive or School shall be filed only with the state courts of the Commonwealth of Massachusetts or United States District Court, District of Massachusetts. Neither Executive nor the School can contest the personal jurisdiction of such court over Executive or the School.

20. Survival. The rights and obligations contained in this Agreement survive the termination of this Agreement whether, except as otherwise provided, terminated voluntarily or involuntarily.

21. Dispute Resolution. Except as provided below, any dispute arising out of or relating to this Agreement, the breach, termination or validity hereof, or the Executive's employment or termination of employment with the School must be settled by final and binding arbitration conducted expeditiously in accordance with the National Rules for the Resolution of Employment Disputes ("National Rules") of the American Arbitration Association ("AAA"). Any arbitration is governed by the United States Arbitration Act, 9 U.S.C. § 1-16 and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration must be Boston, Massachusetts. Notwithstanding anything to the contrary contained herein, the provisions of this Section 26 do not apply with regard to any equitable remedies to which any party may be entitled under this Agreement.

22. Notices. Any notice to be given pursuant to this Agreement shall be in writing and delivered personally, sent by courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To the Executive at:

To the Board of Trustees:

Academy of the Pacific Rim
Charter Public School
One Westinghouse Plaza
Hyde Park, MA 02136

Any notice delivered personally or by courier under this section is deemed given on the date delivered and any notice sent by registered or certified mail, postage prepaid, return receipt requested, is deemed given the date mailed.

UNDER SEAL IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EXECUTIVE

SCHOOL

By:-----

Name:

Title:

