

EMPLOYMENT AGREEMENT
2017-2018 Academic Year

Xxxxxxx

On behalf of the Trustees of the Mystic Valley Regional Charter School (hereinafter, "School"), I am pleased to offer **Xxxxxxxx** (hereinafter, "Employee") this Agreement to serve as a **Xxxxxxx** on a full-time basis for the 2017-2018 school year. Employment will only continue beyond June 30, 2018 if a new work agreement for the next academic year is entered into. The parties agree that this Agreement is effective as of the date that Employee executes it.

The work schedule will consist of 200 teaching days and up to 13 training or educational days which includes up to two (2) week-days immediately following the completion of academic classes (and which may include one Saturday or Sunday during the term of this Agreement), composing eight and one-half (8 ½) hour days including the normal school day and such additional time as may be necessary to satisfy your daily professional obligations. (See handbook.) Additional responsibilities may be required as deemed necessary for the smooth operation of the School.

Compensation:

The School agrees to pay Employee an annualized base salary in the gross amount of \$54,116, subject to all required withholdings. Your base compensation will be paid over an 11 month period in equal installments paid on the 15th and last business day of each month, commencing on August 15, 2017. Employee is eligible for a total of five (5) sick days and two (2) personal days, which accrue throughout the academic year. Sick days must be used within the 2017-2018 academic year. If Employee remains employed through June 30, 2018, the School will cash out any unused sick days at the end of the school year. In addition, Employee will be eligible for a comprehensive benefits package, as referenced in the employee handbook and detailed in your Compensation Analysis document.

Stay Bonus:

You are also eligible for an annualized stay bonus in the amount of \$4,000, which is paid out on a quarterly basis. If you maintain employment with the School throughout the term of this Agreement, you will receive four equal payments in the gross amount of \$1,000 on September 30, 2017, December 15, 2017, March 30, 2018 and June 30, 2018. If your employment with the School ends for any reason, you are not eligible for any portion of the stay bonus that has not been paid after your final date of employment.

Termination:

If the School terminates this Agreement for reasons that it determines constitute "cause," then the School will pay Employee all wages that have accrued through the date of termination and will have no further payment obligations to Employee. Employee will not be entitled to any portion of the stay bonus that has not been paid as of the date of the notice of termination. For purposes of this Agreement, "cause" exists if: a) Employee is convicted of a felony or crime involving dishonesty or moral turpitude, b) Employee deliberately or repeatedly refuses to comply with the School's policies, Code of Values or educational principles; c) the School determines that Employee's performance, conduct, misconduct, or continued employment has adversely affected the operations, reputation, or interests of the Board, the School, its employees, any student, parents, or the School community, or d) the School determines that there is a significant risk that Employee's performance, conduct, misconduct, or continued employment will adversely affect the operations, reputation, or interests of the Board, the School, any student, parents, or the School community. Termination for any of the above reasons does not relieve Employee of the obligation to refrain from working in other sending district schools for the remainder of the school year, as described below.

If the School terminates this Agreement for any reason that does not constitute "cause," the School will notify Employee of the termination date and agrees to pay Employee pursuant to the current payment schedule for the remainder of the school year or for a period of three months, whichever is less. Employee will not be entitled to any portion of the stay bonus that has not been paid as of the date of the notice of termination. Regardless of the reason for termination, Employee will continue to be obligated to abide by the Additional Covenants described below for the remainder of the school year.

If Employee terminates his/her employment with the School at any time while this Agreement is effective, Employee shall remain obligated to pay liquidated damages to the School and to refrain from working in other sending district schools for the remainder of the school year, as described below. If Employee terminates employment while this Agreement is effective, Employee will not receive further compensation beyond the last day of work, including any portion of a stay bonus that has not been paid.

Liquidated Damages:

It is understood that the School will spend considerable time and expense in training and preparing Employee and that finding and training a suitable replacement after the spring hiring season puts the School at a significant disadvantage and would involve considerable expense and administrative time. It is also understood that it is difficult to predict the amount of actual damages arising from Employee's unilateral termination of employment, including but not limited to increased administrative oversight, reputational harm, recruitment and other out of pocket costs. Employee agrees that in addition to any other legal or equitable remedies that the School may institute to enforce the Additional Covenants below, if Employee terminates employment while this Agreement is effective, the Employee shall be liable to the School for liquidated damages in the amount of **\$5,412** to compensate the School for its losses. Employee acknowledges that the School is relying on Employee's acceptance of this Agreement in making its recruiting and hiring decisions and that this amount is a reasonable estimate of potential damages the School is likely to incur if Employee subsequently resigns. This amount may be waived or reduced at the School's sole discretion if the School agrees that the Employee has terminated employment due to circumstances out of Employee's control, such as spousal relocation, medical emergencies or significant family crisis. Note that if Employee signed an Employment Agreement for the 2016-2017 school year and Employee resigns before July 1, 2017, the liquidated damages provision in the 2016-2017 Agreement applies. If Employee resigns on or after July 1, 2017, the liquidated damages provision in this Agreement applies.

Additional Covenants:

Beginning on the date of acceptance of this Agreement by Employee signing below and through June 30, 2018 (regardless of whether this Agreement is terminated before the end of the school year), Employee shall not directly or indirectly be or become an officer, director, owner, co-owner, affiliate, partner, promoter, employee, agent, representative, designer, consultant, advisor, manager, licensor, sublicensor, licensee or sublicensee of, for or to, or otherwise be or become associated with, do any type of business with, acquire or hold (of record, beneficially or otherwise) any direct or indirect interest in any public or private school within Everett, Malden, Medford, Melrose, Stoneham, or Wakefield ("the sending district schools"). It is the intention of the School that Employee will not participate in any type of business or employment with the aforesaid schools or communities, except with the advance written agreement of the School. To be clear, Employee would be allowed to volunteer at one of the sending district schools, if attended by a family member. Employee agrees to inform the School of any relative(s) attending or working at any of the above schools or school systems. This provision survives the termination of employment for any reason.

The failure of the School to require performance of any provision in this Agreement does not affect the School's right to enforce the provision at a later time. No waiver by the School of any breach of any term or covenant contained in this Agreement shall be construed as a waiver of that term or any other term or covenant at any other time. This Agreement may only be modified by a document signed by both parties.

Employee acknowledges that employment under this Agreement is conditioned on submitting the required documents to prove eligibility to work in the United States and satisfactory completion of all Criminal Offender Record Information (CORI) and fingerprinting requirements under Massachusetts law.

Notice: This contract imposes certain legal obligations upon the parties. You may consult with counsel at your expense prior to signing this document.

Sincerely,

ACCEPTED: _____
Employee

Dated: _____

PLACED IN FILE: _____
School

Dated: _____