



RISING TIDE CHARTER PUBLIC SCHOOL
Employee Contract for 2017-2018

This Agreement is made this _____, 2017 by and between _____ (the "Employee") and the Board of Trustees of the Rising Tide Charter Public School (the "School"). The School hereby agrees to employ the Employee and the Employee hereby accepts employment under the terms and conditions as set forth herein.

The Employee hereby acknowledges and agrees that the Board of Trustees of the Rising Tide Charter Public School (the "Board") has been granted a charter (the "Charter") by the Commonwealth of Massachusetts to operate a public school in the Town of Plymouth. The Employee understands and agrees to use his/her best efforts to achieve the goals of the School, and to cooperate fully with the Head of School in the implementation of the terms and provisions of the Charter. The Employee also understands that he/she is accountable to the Head of School, and through the Head of School to the Board, for implementation of the Charter's terms and provisions.

POSITION: _____

1. DURATION OF CONTRACT

The Contract Period commences on July 31, 2017 and terminates on July 29, 2018 (the "Contract Period"), unless earlier terminated as hereinafter provided.

2. WORK YEAR

During the Contract Period, the Employee shall work 186 full workdays in accordance with a schedule to be determined by the Head of School, subject to such additional requirements as set forth in paragraph 3.

3. WORK DAY

The school day shall generally be no less than 7 hours and 45 minutes, subject to the remainder of this paragraph, with the daily schedule to be set by the Head of School. The Employee is expected to work such additional time, if any, which may be necessary for the performance of his/her duties. In addition, the Employee shall devote a reasonable amount of out-of-class time to curriculum development, family and community engagements, student activities, and to other duties as may be assigned by the Head of School. Such activities and events may include, but shall not be limited to, an after-hours back to school night, and a minimum of three other school-wide/community events.

4. SALARY

The annualized salary of the Employee will be \$_____. The Employee's salary shall be earned proportionately during the Contract Period and paid on a bi-weekly basis commencing with the first payroll period after the beginning of the Contract Period. The bi-weekly salary will be 1/26 of the annualized salary level. Salary shall be prorated for any partial year worked, and shall be subject to all applicable withholdings and deductions.

5. ABILITY TO PERFORM

The Employee represents to the School that the Employee has no legal restrictions interfering with the Employee's duties under this Agreement, and that the Employee has met all state requirements for teachers of charter schools and, in particular, is already a Highly Qualified Teacher in Massachusetts, or has passed the Massachusetts Educator Certification Test (the "Test") unless Employee is exempt from the Test requirement by statute. If Employee is in his or her first year of employment, the Employee must pass the Test within the first year of employment, or, as provided in Section 10 below, the Employee will not be eligible for renewal. Employee's employment is contingent upon the satisfactory completion of the pre-employment screening process, which includes, but is not limited to, the School receiving satisfactory references, a satisfactory criminal history and Criminal Offense Record Inquiry, and satisfactory verification of license or certifications where required. As required by law, this offer is subject to satisfactory proof of Employee's ability to work in the United States. Employee further agrees to abide by all terms of any School employee handbook, and other rules and policies that are or may be established from time to time, as well as all laws and regulations. Failure to do so may lead to immediate termination of employment.

6. RESPONSIBILITY

Employee will be responsible for those matters set forth in the enclosed job description, and shall have such other duties and responsibilities as may be assigned to Employee from time to time.

7. REASSIGNMENT

It is understood that the Head of School reserves the right to reassign Employee from one grade level to another or from one subject to another. Any such action is within the Head of School's sole discretion.

8. BENEFITS

Employee shall be entitled to those benefits normally offered by the Employer, as those benefits may exist from time to time, or as such benefits may from time to time be created, modified or eliminated by the Employer, on the same basis as such benefits are offered to other employees with corresponding status and length of service. Details of each benefit are described in the Employee Handbook and/or appropriate Plan documents.

9. CONFIDENTIALITY

Employee acknowledges that during the course of Employee's employment hereunder, Employee will acquire and have access to certain confidential information. This confidential information includes non-public information identifying or otherwise pertaining to Rising Tide, its students, their parents or guardians, or other Rising Tide employees (collectively referred to as "Confidential Information"). Employee agrees that during the term of this Agreement and thereafter, Employee shall not, directly or indirectly, discuss, release, disclose, divulge, or use any such Confidential Information, except as may be required in the performance of services hereunder.

10. RENEWAL & TERMINATION

- a. Renewals: The School may, in its sole discretion, extend an offer of employment for additional work years. Any renewal agreement must be in writing and shall be contingent upon the same or similar background check requirements and/or such other requirements/obligations as may be set forth by the School. The School seeks to notify the Employee of its decision to renew (or decline renewal) employment by the end of the Contract Period. Absent a written notice of renewal, the Contract shall expire on the last day of the Contract Period. If the Employee is in his or her first year of employment, renewal will be considered only if, by the end of the first year of employment, the Employee (a) takes and passes the Massachusetts Tests for Educator Licensure (MTEL) consisting of both the communication and literacy skills test and any relevant academic subject matter test(s) or (b) is already licensed to teach in Massachusetts.
- b. Termination of Contract for Cause: Employee's employment may be immediately terminated by the School for "Cause". For purposes of this Agreement, "Cause" shall mean, Employee's: (i) arrest, indictment or conviction of, or plea of guilty or nolo contendere to, a felony (excluding minor traffic violations or other similar violations), or (ii) repeated or continued absence from work during normal hours for reasons other than permitted absences, or (iii) the material breach of, or failure or refusal

to perform, or habitual neglect of, or incompetence in the performance of, any of the duties and/or obligations delegated to Employee commensurate with Employee's position, or (iv) material violation by the Employee of any written policy of the School that, if capable of cure, is not cured within fifteen (15) days of written notice of such breach by the School to Employee, or (v) any other breach of this Agreement, that, if capable of cure, is not cured within fifteen (15) days of written notice thereof from the School to Employee.

In the event Employee's employment is terminated for Cause, the School shall pay to the Employee the salary earned up to, but not beyond the termination date.

- c. Termination with Notice: This Agreement may terminate effective forty-five (45) days following written notice by either party to the other party, for any reason, provided that the School may elect to provide pay in lieu of said notice. In the event the Employee's employment is terminated with notice, the School shall pay to the Employee the salary earned up to, but not beyond, the Employee's effective date of resignation/termination.
- d. Termination at End of School Year: If the Employee wishes to terminate the Contract at the end of any school year, the School may, at its discretion, choose to accelerate the effective date of termination, and pay the Employee through the date on which the Employee intended such termination to take effect, provided that s/he gives notice of such termination in writing to the Head of School no later than June 1st of such year. If the School chooses not to accelerate the effective date of termination and the Employee works until the last day of school, he/she may request a check representing the balance of pay due for the entire Contract Period.
- e. Termination for Lack of Funding: Employee understands that employment with the School is explicitly contingent upon (i) available funding, and (ii) the continued operation of the School. Employee's employment may immediately terminate in the event the School loses funding, or is forced to cease or reduce operations. In the event of such occurrence, the School shall pay the Employee the salary earned up to, but not beyond the termination date.

11. DISPUTE RESOLUTION PROCEDURES

In the event of a dispute between the Employee and Administration, the Dispute Resolution Procedure is outlined in the Employee Handbook.

12. MISCELLANEOUS PROVISIONS

- a. Applicable Law: This Agreement is entered into and shall be governed by the laws of the Commonwealth of Massachusetts.
- b. Entire Agreement: This Agreement is the entire agreement of the parties with respect to its subject matter, and it supersedes any other agreements or promises made by the parties, whether oral or written. This Agreement may be amended only by the written agreement of the respective parties hereto.
- c. Severability: If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement, and all such other provisions shall remain in full force and effect.
- d. Waiver: No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- e. Assignability: This Agreement and the rights of the Employee hereunder, including the right to payment, are personal to the Employee. Neither the Employee, the Employee's estate, nor the

Employee's legal representative shall have any right to sell, assign, transfer, or otherwise convey this Agreement or the rights of the Employee hereunder, including, without limitation, the right to receive any payments hereunder.

- f. Ratification: This Agreement shall not be effective or binding on the School until ratified by the Board.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed and sealed as of the date and year first written above.

Employee:

Rising Tide Charter Public School

(Signature) (Date)

By: (Date)

Title: Head of School

Printed Name

Jill Crafts
Printed Name

The School's obligations hereunder were ratified by the Board.

Clerk of the Board of Trustees