## **CONTRACT**

AGREEMENT by and between the Trustees of Atlantis Charter School, (hereinafter referred to as "Atlantis") and <u>EMPLOYEE</u> NAME, signed below, (hereinafter referred to as "Employee").

WHEREAS the parties hereto are desirous of contracting for the delivery of services by Employee to Atlantis:

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

- 1) Employee agrees to become a <u>Teacher</u> at Atlantis and to fulfill responsibilities in accordance with the requirements of the Educational Reform Act of June, 1993, and will also perform duties established by the Executive Director and/or his designee pursuant to policies established by the Board of Trustees including, but not restricted to, community outreach, innovative assessment practices and professional development. Employee also agrees to adhere to the mission of Atlantis and will make the needs of students and families a top priority.
- 2) The term of the agreement shall be from 7/1/2016 to 6/30/2017 with payment according to the salary negotiated by the Board's designee, and as approved by the Board of Trustees. Employee understands the contract is for one (1) year only and will end on 6/30/2017.
- 3) The Employee's work year will consist of 188 work days in accordance with a schedule to be determined by the Executive Director. The normal work day shall be no less than 8 hours for all exempt staff unless an alternate work schedule is specified in writing. The Employee shall attend all scheduled professional development and staff meetings. In addition, the Employee shall participate in school sponsored activities and events that promote family and community engagement as needed and at the direction of the Executive Director and/or his designee.
- 4) Employee will receive time off from work in the form of sick, personal and/or vacation time (if applicable) as offered by the school and will be earned according to the schedule set forth in the Employee Handbook.
- 5) Atlantis shall pay salary indicated below for the foregoing services during the term of the contract. Employee agrees to accept said salary in equal payments.
- 6) Atlantis shall offer health, dental, short and long-term disability, and life insurance plans. Employee may elect to participate in Atlantis' benefit programs up to thirty (30) days from the first day worked or from the date of a qualifying status change. If the Employee foregoes enrollment in the Atlantis' benefit insurance programs upon initial eligibility, the Employee understands and accepts he/she can enroll during the annual open enrollment period (06/01 06/30). Detailed descriptions of the benefits offered by Atlantis can be found in the current plan documents provided to the Employee.
- 7) Employee will comply with any and all policies adopted by the Board of Trustees.
- 8) Employee will provide to Atlantis evidence of status as a highly qualified teacher upon start of employment. In the absence of such status, a formal plan approved by the Executive Director for the attainment of such status shall be submitted within seven (7) work days of the execution of this contract. Highly qualified status shall be attained by the end of the school year or 6/30/2017 as required by the No Child Left Behind Act. Failure to meet these requirements by the specified timeframe may affect eligibility for continued employment.
- 9) There shall be a ninety (90) calendar day introductory period for all new employees of Atlantis. During such period Atlantis or the Employee may, at will, void this contract. This provision applies only to employees newly hired or rehired by Atlantis. If Atlantis determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the Employee's performance, the introductory period may be extended for a specified period. If Atlantis elects to extend said introductory period for an additional ninety (90) calendar days, Atlantis shall notify the Employee, in writing or via email, of its intent to extend said introductory period on or before the initial ninety (90) day period lapses. Employees whose contract is voided within the ninety (90) calendar day introductory period will receive payment on a pro-rated basis only for days worked. Should there be any conflict between this provision and the Employee Handbook, the Employee Handbook shall control.
- 10) Staff observations and evaluations shall be conducted according to the guidelines set forth in the Employee Handbook.

- 11) The undersigned does acknowledge that he/she has received a copy of the 2016-2017 school year Employee Handbook prior to or contemporaneous with the execution of this Agreement. The undersigned does further acknowledge that the terms and provisions of said Handbook, in its entirety, are deemed to be incorporated into this Agreement by reference thereto and the undersigned will be bound by the terms and provisions set forth within said Handbook. Should there be any conflict between this provision and the Employee Handbook, the Employee Handbook shall control.
- 12) Termination for cause or reduction-in-force will result in payment on a pro-rated basis only for days worked.
- 13) Unless mutually agreed upon by Atlantis and Employee, if the Employee terminates this contract after July 1, 2016 and prior to June 30, 2017, the Employee will not be eligible for reemployment or eligible to receive letters of recommendation from Atlantis. If termination of this contract is agreed upon by both Atlantis and Employee, Atlantis will require that Employee provide adequate notice to Atlantis in order for Employee to remain in good standing. Adequate notice shall be no less than two (2) weeks notice, unless otherwise determined and agreed upon between Atlantis and Employee.
- 14) This contract is predicated upon Atlantis' reliance upon the prior employment references supplied to Atlantis by Employee, as well as the satisfactory CORI check, national fingerprint based criminal history record check and any other legally required background check of the Employee. Should said references, CORI check, national fingerprint based criminal history record check or any other legally required background check prove to be unsatisfactory, fraudulent, misleading, or deceptive, in any manner, then Atlantis reserves the right to declare this contract null and void and of no further force and effect.
- 15) Employees paid on a salary basis will be paid on a 12-month payment basis: twenty-six (26) payments. The distribution for these payments for the amount stated below will begin on 8/19/2016 and end on 8/04/2017, notwithstanding the fact that the contract term is from July 1, 2016 through June 30, 2017, as is set forth in Section 2 above. Included as part of this contract are stipends paid for tutoring, clubs, athletic coaching, committees, leadership roles and any other similar role. Stipend amounts are negotiated and allocated per individual assigned to role and at the discretion of Atlantis.
- 16) This contract is predicated upon the renewal of the charter and continued funding at the present level by the Commonwealth of Massachusetts.

Base:	\$ _	0
Masters:	\$ _	0
Stipend:	\$_	0
<u>Total</u> :	\$_	0
Contract Days:		188