



HAMPDEN CHARTER SCHOOL OF SCIENCE

Hampden Charter School of Science
20 Johnson Road Chicopee, MA 01022
Phone: 413 593 9090
Toll Free: 844 509 9090
Fax: 413 294 2648
info@hampdencharter.org
<http://www.hampdencharter.org>

HAMPDEN CHARTER SCHOOL OF SCIENCE EMPLOYMENT AGREEMENT Teaching Staff Member

THIS EMPLOYMENT AGREEMENT ("Contract") is made this _____ **day of October**
2017, between Hampden Charter School of Science ("HCSS"), located at 20 Johnson Road
Chicopee, MA 01022 and

(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

(FULL ADDRESS)

WHEREAS, the parties acknowledge that the success of HCSS depends to a significant extent upon the Employee's commitment to providing a quality education and loyalty to the Mission of the school;

WHEREAS, the purpose of this Contract is to provide for the terms and conditions of the Employee's employment by HCSS;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, HCSS and the Employee agree as follows:

1. **Position:** HCSS hereby employs the Employee and the Employee accepts such employment, as _____ with the HCSS, for the academic school year of 2017-2018. The Employee represents and warrants to HCSS that the Employee is duly accredited within the State of Massachusetts pursuant to the Massachusetts Department of Elementary and Secondary Education to perform the duties of the position as an Employee for HCSS.

Professional Expectations:

The Employee will be responsible for meeting the professional and personal expectations and standards outlined in the Hampden Charter School of Science Staff and Student Handbook, as well as those communicated by administration. Employee will at all times also perform his/her duties and act in compliance with all applicable laws. Employee agrees that to the best of his/her ability and experience.



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Term: Subject to the provisions of termination as hereinafter provided, the term of this Contract shall begin on the **October 10, 2017** and shall end **June 22, 2018** ("Term").

This employment offer is contingent upon the following legal verifications and clearances of:

- A background check [including both Criminal Offender Record Information (CORI) check and fingerprint-based state and national background checks];
- Verification of references;
- Verification of state certification requirements where applicable;
- Proof of your right to work in the United States [completion of US I-9 form], which must be provided, by law, within three days of your start date.

Pursuant to MGL Chapter 71 Section 89, Massachusetts Charter School Teachers must be certified or pass the appropriate Massachusetts Test for Educator's Licensure (MTEL) within the first year of employment.

Compensation & Benefits: This annual salary assumes the Employee will work a minimum of 155 days on a schedule to be determined by the Director or as outlined by the school calendar including orientation.

HCSS agrees to pay the Employee the total annual sum of \$ in equal semi-monthly installments for services rendered under this Contract during the Term of the Contract. If this contract is signed after the academic year has started, Employee's paid sick and personal leave day benefits will be pro-rated. If this is a part time contract, employees' sick and personal leave day right will be pro-rated according to actual hours worked.

In addition to the Compensation described above, the Faculty Member will be entitled to participate in all fringe benefits available as outlined in the Employee Handbook.

2. **Duties:**

- a) The Employee shall have those duties normally associated with that of an Employee in the position listed in section 1 above, which shall include, but not be limited to those set forth in Employee's job description, together with any other duties that may be assigned by the Administrators of HCSS. The Employee agrees to serve the HCSS in the grade or grades assigned; to perform his/her job duties as directed; to teach and act consistently in accordance with the stated philosophy, objectives and policies of the HCSS as directed by the Director and to work cooperatively with the Director and others in the HCSS;



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to attend parent teacher conferences, and in-service training as required; to respect the values of the students and to aid in their educational formation; to abide by the established rules, regulations and policies of the HCSS as contained in the handbook, procedures and policies; and agrees and understands that upon execution of this Contract, the Employee is obligated to perform services during the entire period of the Contract, as above indicated, in accordance with and during the established days of the HCSS calendar and schedule. The requirements of employment shall further include, but not be limited to, attendance at department and staff meetings which shall be scheduled before, during and after the period of student attendance; attendance at all open houses and other school or after school functions; communication with parents through conferences and other means; timely preparation of reports on students; and other such functions as spelled out in the Staff Handbook or as otherwise directed from time to time. The Employee shall always be familiar with and must comply with the general, educational and personnel policies including the philosophies and goals of HCSS as amended from time to time.

- b) The Employee shall report directly to the Department Head. Department Head's job description is outlined in the staff handbook separately.
 - c) Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the Contract term.
 - d) Employee shall faithfully perform to the satisfaction of HCSS all duties set forth in Employee's job description and/or as assigned.
 - e) Employee shall comply with, and be subject to, state and federal laws and regulations and HCSS policies, rules, regulations, and administrative directives as they exist or may hereafter be amended.
 - f) Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the Contract term. Employee agrees that the last salary payment under this Contract is conditioned upon receipt by the HCSS from Employee of all such items.
3. **Information:** This agreement is conditioned on Employee's satisfactorily providing the teaching credentials and other records and information required by law, Massachusetts Department of Elementary and Secondary Education and/or HCSS. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may be grounds for



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discharge. Employee hereby represents that employee has made written disclosure to HCSS of any conviction for a felony or an offense involving moral turpitude.

4. **Taxes:** Employee agrees that all applicable federal and state taxes including social security taxes, and other related taxes and fees will be withheld and net wage will be paid.
5. **Termination:** The following addresses termination of the Contract:
 - a) Termination by HCSS. This agreement may be terminated at any time by HCSS without cause, for any or no reason whatsoever, including, but not limited to, convenience, without penalty (i.e., your employment is at-will).
 - b) Termination by the Employee. If the Employee wishes to terminate this contract before the end of the school year, s/he must provide the Director sixty days advance written notice. If the Employee fails to provide the School sixty days advance written notice, the School will incur the costs of replacing the Employee on an interim basis using substitute teachers as well as other expenses associated with his/her expedited replacement. Thus, if the Employee fails to provide the School with at least sixty days advance written notice, s/he acknowledges and agrees that such known costs may be deducted from the Employee's final paycheck to compensate the School for these costs and that in the alternative, the School may initiate legal action against the Employee for recovery of the full replacement costs, with Employee responsible for any attorney's fees and other costs incurred by the School. The School in its sole discretion may waive the sixty days advance written notice provision if the School and the Employee can agree on a mutually agreeable departure date. In the case where the School and Employee agree on a departure date that is less than sixty days from the date the Employee gave notice, the School agrees to not seek recovery of any replacement costs.
 - c) Expiration of Contract and Renewal. It is mutually agreed that the parties have no agreement, express or implied, beyond the final date of the Term of Employment. There are no restrictions on either party's right for any reason to choose to seek or refuse to seek another contract with the other party after the date of expiration of this contract. It is expressly understood that Faculty Member evaluations do not guarantee that the School will or will not make an offer of a renewal contract.



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It is further mutually understood that, should the School intend to offer a renewal contract to the Faculty Member for the following school year, the School will notify the Faculty Member of this offer and provide a new agreement governing the employment relationship between the parties.

- d) Death During Employment. The death of the Employee during the term of employment shall terminate this agreement, and all requirements under the Contract with regard to payment for services, effective the date of the Employee's death. The HCSS shall forward payment for services rendered by the employee to the Employee's estate.
- e) Reduction In Force. The HCSS maintains at all times the legal right to conduct a reduction in force pursuant to the laws governing public schools in the State of Massachusetts, which entitles HCSS to terminate this Contract accordingly. A determination by HCSS that a financial exigency, program change, or any other legally permissible reason requires that all or some of the contracts of the HCSS employees be terminated during the Contract term constitutes good cause for immediate discharge without any further compensation. Financial exigency, as used herein, means any event or occurrence that creates a need for HCSS to reduce financial expenditures for personnel including, but not limited to, a decline in HCSS's financial resources, a decline in enrollment, a cut in funding, and/or an unanticipated expense or capital need. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on the HCSS-wide, a redirection of financial resources to meet the educational needs of the students, and/or a lack of student response to a particular course offering.
- f) Ability To Serve As A Charter School: This Contract is contingent upon continual state and federal funding of the HCSS. If the HCSS's charter is revoked, or the HCSS is in any way prohibited from serving as a Massachusetts public school, the HCSS may suspend and/or terminate this Contract, at the discretion of the HCSS, for the remainder of its Term.

Confidential Information: Employee is required to keep confidential all information that Employee obtains, learns, or comes into control of, through or by way of Employee's employment under this Contract that qualifies as being confidential under the Massachusetts statutes and regulations and/or under any HCSS policy, rule or regulation ("Confidential Information"). Confidential Information includes, but is not limited to:



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- a) Business or financial information of the HCSS, including, but not limited to, information regarding the HCSS staff, students and/or Board members;
- b) Information relating to individual staff members of the HCSS; and/or
- c) Information relating to the students of the HCSS, including, but not limited to, student records, health or medical information, and discipline records.

Employee understands and agrees that all Confidential Information must be kept confidential whether provided directly by the HCSS to Employee or not, whether Employee is given access to the Confidential Information or not, or whether the Confidential Information is inadvertently disclosed to Employee or not. Employee agrees to keep the Confidential Information, and all documentation and information relating thereto, strictly confidential. Employee agrees that, except as expressly authorized in writing by the HCSS or otherwise required by a court of law, Employee's method(s) in maintaining the confidentiality of the Confidential Information shall include, but shall not be limited to:

- a) not disclosing Confidential Information to any third party;
- b) not using Confidential Information for the benefit of anyone or anything other than for the express purpose of the Confidential Information and pursuant to the direction of the HCSS;
- c) not copying Confidential Information for any reason, unless authorized by the HCSS;
- d) not removing Confidential Information from the HCSS premises;
- e) returning to the HCSS any and all Confidential Information upon completion of any work for the HCSS requiring Employee to have access to such Confidential Information; and/or
- f) returning to HCSS all Confidential Information within the control of Employee upon Employee's separation from employment with the HCSS for whatever reason.

All intellectual property rights are vested in the HCSS to the extent permitted by law.

6. **Background:** This Contract is valid only if the Employee's criminal background does not disqualify him/her, as determined by HCSS, from being employed by the HCSS. Should the HCSS decide not to employ the Employee on the basis of Employee's criminal background, this Contract is void.



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7. **Applicable Law/Rules/Regulations:** This Contract and Employee's employment with the HCSS are subject to all applicable federal and state laws, rules, and regulations. All requirements of the charter school laws and regulations are made part of the Contract.
8. **Notice:** Any notice required or desired to be given hereunder shall be deemed given when (1) deposited with the United States Postal Service, postage prepaid, addressed to the person to receive notice at his or her address as it appears herein, or such other address as may have theretofore been specified by such person in a notice pursuant hereto, or (2) delivered in person to the other party.
9. **Waiver:** The failure by a party to exercise or enforce any of the terms or the conditions of this Contract will not constitute or be deemed a waiver of that party's rights hereunder to enforce each and every term of this Contract. The failure by a party to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein.
10. **Governing Law:** The validity, construction, and interpretation of this Contract on the rights and duties of the parties hereto shall be governed by and in accordance with the laws of the State of Massachusetts, without reference to choice of law rules.
11. **Severability:** The provisions of this Contract are severable and independent, and if any word, phrase, clause or sentence of it is found to be illegal or unenforceable for any reason, the balance of this Contract shall remain in full force and effect. In the event of any dispute arising hereunder, this Contract shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Employment Contract or any part hereof. If any provision of this Contract is declared or found to be illegal, unenforceable or void under the laws of the State of Massachusetts or of the United States, the remainder of this Contract shall remain valid and enforceable to the extent feasible.
12. **MISCELLANEOUS:** The Employee further agrees that the School may deduct from the Employee's final paycheck any amounts due resulting from the failure to return school property (i.e., computers or other technology related items, instructional materials, etc.), or for professional development not attended by the employee but paid for by the School with expectation of the Employee's attendance.



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13. **Entire Agreement:** This Contract constitutes the entire agreement between the parties hereto relating to the specific matter hereof. There are no terms, prior agreements, statements, representations, obligations, covenants, or conditions other than those contained herein that shall be effective or binding on either the Employee or the HCSS. No amendment, variation or modification of this Contract will be deemed valid unless in writing and signed by the Employee and the HCSS.
14. **Outside Employment and Tutoring:** Employees who wish to accept outside employment or engage in other activities for profit must submit a written request to the Director. Approval for outside employment will be determined by the Director and based on whether outside employment interferes with the duties of the regular assignment. Teachers are not allowed to privately tutor students off the campus for pay, except during the summer months and not on school property. If HCSS determines that an employee's outside work or business interests interferes with performance or the ability to meet the requirements of the school, the employee will be asked to terminate the outside employment if he or she wishes to remain an employee of HCSS, at the school's sole discretion. Most importantly, an employee of the School is specifically prohibited from performing any and all tasks related to their outside employment or business interests while on School property during School time. This includes, but is not limited to, accessing electronic information, sending/replying to emails and/or taking telephone calls related to the outside employment or business interest.

Tarkan Topcuoglu, Chief Executive Officer

Date: _____

Employee

Date: _____