

# Employment Agreement

# 2021-2022

# NAME

This Agreement (the “Agreement”) is made by and between New Heights Charter School of Brockton (the “School”) and NAME (the “Employee”). In consideration of the promises contained herein and for other good and valuable consideration, the receipt, sufficiency, and adequacy are hereby acknowledged, the parties hereto mutually agree to the following terms and conditions of employment.

1. Employment. The School agrees to employ the Employee for the 2021-2022 School year as a ROLE on a Full-time (10-month) basis under the terms and conditions set forth in this Agreement. The starting date for this position will be DATE. Please be advised that each year you will be required to attend a 4-5-night retreat in August, all expenses will be paid. This year’s retreat will take place Sunday, August 22nd through Friday, August 27th.
2. Term. Unless terminated earlier in accordance with this Agreement, the School shall employ Employee until June 30, 2022, inclusive (the “Term”). Notwithstanding the foregoing, the Term shall continue beyond June 30, 2022 if the Executive Director of the School provides the Employee with notice of renewal (a “Renewal Notice”) prior to that date, in which case the Term shall end on June 30 of the year following that in which the Renewal Notice was provided.
3. Criminal Background Check. The Employee’s continued employment with the School is conditioned upon the completion of a state and national finger-print based criminal history record check and a Massachusetts Criminal Offender Record Information check as required by law, with results that are satisfactory to the School, in the School’s sole discretion.
4. Responsibilities. The Employee shall perform all responsibilities appropriate to their position during the course of this Agreement in accordance with the job description provided to the Employee in a manner satisfactory to the School, in the School’s sole discretion. The Employee shall devote their best efforts [and full-time attention] to the performance of such duties. The Employee shall be subject to the direction of the School, which shall retain full control of the means and methods by which the Employee performs the required services and of the place(s) at which all services are rendered. The School shall set working conditions of the Employee, including working hours, duties, and professional development requirements.
5. Compensation. The Employee’s compensation shall be $$$ per week, paid on a semi-monthly basis (STEP annualized at $$$) with the potential to earn an additional bonus of up to $$$ (less applicable taxes and withholdings) as long as you are an active employee on June 30, 2022. The Salary will be distributed in accordance with the School’s usual payroll practices as may be in effect from time to time. If this Agreement is terminated for any reason prior to the final day of the Term, the School shall pay the Employee a portion of their Salary, calculated through the termination date based upon the number of days actually worked.
6. Benefits. Employees may be eligible for benefits such as health and dental insurance or paid time off, as specified in the School’s Employee Handbook, as it may be in effect from time to time, and applicable state and federal law.
7. Adherence to Policies and Laws. The Employee shall adhere to all Employer policies, as well as any state or federal laws and regulations in the performance of their duties. This includes, but is not limited to, laws pertaining to licensure requirements, the confidentiality of student record information, mandatory reporting requirements, and policies found in the Employee Handbook.
8. Termination.
   1. With Notice. At any time with 14 calendar days’ written notice, the School or the Employee may terminate the Employee’s employment with the School, for any reason, including no reason at all.
   2. Without Notice. The School may terminate the Employee’s employment immediately, without notice, if the Executive Director of the School, in his or her sole discretion, determines that the Employee has failed to perform their responsibilities satisfactorily or otherwise engaged in Misconduct as defined herein. For the purposes of this Agreement, Misconduct is defined as: any violation of the Employee Handbook; theft or destruction of School property; use of illegal substances or the unauthorized consumption of alcohol on School premises or during working hours; acts of sexual or racial harassment or any violent or abusive conduct toward a student, parent or guardian, or School employee; acts of forgery or plagiarism; other conduct which the Executive Director determines, in his sole discretion, to constitute behavior that is not in the best interests of the students, families, or other School employees; and, any other conduct the Executive Director determines, in his sole discretion, is detrimental to the School.
9. Notice. All notices and other communications required or permitted hereunder shall be made via electronic mail to: (1) if to the School, Omari Walker at owalker@nhcsb.org; or (2) if to the Employee, NAME at NAME@nhcsb.org.
10. Intellectual Property of Employee.
    1. Within Scope of Employment. All “Intellectual Property,” as defined herein, that is made, conceived, expressed, developed, or actually or constructively reduced to practice by the Employee (either solely or jointly with others) in connection with, or relating to, any work performed by the Employee for the School, or otherwise developed in the scope of the Employee’s employment, shall be and remain property of the School.
    2. Outside Scope of Employment. For all Intellectual Property developed by the Employee outside the scope of their employment, the Employee must assign (and will automatically assign upon its creation) to the School the ownership of such material, including copyright or other rights in such materials, without the necessity of further consideration, if the Employee developed such Intellectual Property: (a) using the School’s equipment or supplies; (b) as a result of the work [he/she] performed for the School; or (c) such Intellectual Property relates to the School’s current or anticipated business model, or research and development.
    3. Definition. For the purposes of this Agreement, “Intellectual Property” includes, but is not limited to, all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including, without limitation, source code and object code), computer programs, original works of authorship, characters, know-how, information, data, developments, discoveries, improvements, modifications, technology, algorithms and designs, whether or not patented or registered (or patentable or registerable).
11. Miscellaneous
    1. Governing Law and Venue. The parties agree that this Agreement is governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Accordingly, in the event of a dispute arising out of, in connection with, or relating to this Agreement, the parties shall bring such dispute to a Court of the Commonwealth of Massachusetts located in Plymouth County.
    2. Severability. If any clause or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, the parties agree that the validity of the remaining clauses and provision of the Agreement are not affected and will remain in full force and effect.
    3. Non-Waiver. No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
    4. Counterparts; Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement. Signed signature pages may be transmitted by facsimile, electronic mail in portable document format (.pdf), or by any other similar electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed an original signature for all purpose, and will have the same force and effect as a manually-signed original.

Executed under seal on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

EMPLOYEE NEW HEIGHTS CHARTER SCHOOL OF BROCKTON

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NAME By: Omari Walker

Its: Executive Director