



# 2019-2020 Employment Agreement

Between XXX and Community Charter School of Cambridge

July 1, 2019 – June 30, 2020

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

## 1. Period of Employment.

(a) **Basic Term.** Employer shall employ Employee as a 1.0 FTE ADMIN POSITION at Community Charter School of Cambridge under the terms and conditions set forth in this Agreement, and the Employee hereby accepts such employment. The term of employment shall begin July 1, 2019 (Effective Date) and shall continue until June 30, 2020 (hereinafter “Term Date”) unless this contract is terminated early in accordance with the provisions of this Agreement, including Section 6 herein.

(b) **Renewal.** Employer may elect to either renew or not renew this Agreement in its sole discretion for an additional one (1) year period. In particular, Employer may decide to renew or extend this Agreement only if the parties reach a written agreement prior to the Term Date. Nothing stated in this Agreement or represented orally by either party shall create any obligation by Employer to renew or extend this Agreement or otherwise continue this employment relationship beyond the Basic Term detailed in Section 1(a).

(c) **Criminal Background Check.** Employment with Community Charter School of Cambridge is conditioned upon the completion of a state and national fingerprint based criminal history record check and a Massachusetts Criminal Offender Record Information (“CORI”) check as required by law, with results that are satisfactory to the Employer, in the Employer’s sole discretion.

## 2. Position and Responsibilities.

(a) **Position.** Employee shall perform all services appropriate to that position as described in (b) below, as well as such other services as may be assigned by Employer during the course of this Agreement. Employee shall devote Employee’s best efforts and full-time attention to the performance of Employee’s duties. Employee shall be subject to the direction of Employer, which shall retain full control of the means and methods by which Employee performs the required services and of the place(s) at which all services are rendered.

(b) **Responsibilities.** The position of ADMIN POSITION is a twelve-month position. The hours are 7:30am-5:00pm Monday through Friday. The Employer reserves the right to require additional hours of work from time to time as it may deem necessary for the performance of the duties set forth in the job description. During the school year, Employee will be granted vacation during the regular school vacations. During any weekdays that remain in June after faculty leave and all weekdays prior to August 29, 2019, when students return, the Employee will be granted three weeks of vacation. Specific dates of vacation shall be negotiated between the Employee and Head of School with the Head of School retaining the right to make a final decision regarding such dates.

As ADMIN POSITION, your responsibilities include, but are not limited to, the following:

**Admin role specific responsibilities**



## 2019-2020 Employment Agreement

In addition to all that is associated with Employee's responsibilities and those with students and parents, all employees are expected to participate in other professional activities with colleagues, including but not limited to: faculty meetings, regular team planning meetings, assigned before, during, and after school duties and activities, and other forms of professional development, as directed by the Head of School or his/her designee. Also, there are certain duties, events and meetings related to Employee's position in which Employee is expected to participate, including but not limited to Back to School Night, Senior Internship Exhibition Night, Roundtable presentations, and graduation. The first day of school for students will be August 28, 2019.

**(c) Educator Qualifications.** In order to be eligible to teach in Massachusetts charter schools, employees are required to be duly qualified to teach the subject matter to which he/she is assigned for this teaching assignment (the "Assigned Subject"). If the Employee has not met the applicable state requirements to teach the Assigned Subject at the time of hire, the Employee agrees to meet such requirements within the timeframe required by law. Such requirements may include, for example, taking and passing, within the first year of employment or sooner if required by the Department of Elementary and Secondary Education ("DESE"), the Massachusetts Test for Educator License ("MTEL"), including the relevant subject matter knowledge subtest for the Assigned Subject. Continued employment is contingent on meeting the requirements set by applicable state law within the required timeframe. Further, employees assigned to provide Sheltered English Immersion ("SEI") to English Language Learners must obtain an SEI endorsement from the DESE within the DESE-mandated participation schedule. If such requirements are not met, Employee will be subject to immediate termination. Employee will provide documentation (e.g., evidence that s/he passed the MTEL in the Assigned Subject) as evidence that Employee has met the required qualifications for this position.

**(d) Representations and Warranties.** Employee represents and warrants that (i) Employee is fully qualified and competent to perform the responsibilities for which Employee is being hired pursuant to the terms of this Agreement, and (ii) Employee's execution of this Agreement, Employee's employment with Employer, and the performance of Employee's proposed duties under this Agreement shall not violate any obligations Employee may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any other person or entity. Employee agrees that Employee will not use for the benefit of, or disclose to, Employer any confidential information belonging to any former employer or other entity unless Employee has written permission from the employer or entity to do so (or unless Employer has been granted such permission).

**3. Adherence to Laws and Policies.** The Employee shall adhere to all Employer policies as well as any state or federal laws and regulations in the performance of his/her duties. This includes, but is not limited to, laws pertaining to the confidentiality of student record information (*see* Section 5(b) herein), mandatory reporting requirements and policies pertaining to the use of school-owned computers and technology.

#### **4. Compensation and Benefits.**

**(a) Compensation.** As long as Employee is employed by Employer, Employer shall pay Employee an annual gross salary of XXX less legally required withholdings, payable according to Employer's payroll practices, with the first payroll on July 15, 2019 through June 30, 2020. If Employee's actual employment period for which they are eligible to be paid does not include the full work period noted above, for any reason, annual pay will be calculated based upon the number of actual work days employed out of the total number of contracted days. Employee's compensation may be subsequently modified by Employer according to its policies and procedures, in its sole discretion. Should the employee choose to resign during the academic school year, employee's compensation will not exceed normal gross salary paid through date of resignation.

**(b) Benefits.** As Employee becomes eligible, Employee shall have the right to participate in and to receive benefits from benefit plans specified in Employer's policies and generally made available to similarly situated employees of Employer. Benefits will cover a period from July 1, 2019 through June 30, 2020 based on fulfillment of the stated agreement dates. The amount and extent of benefits to which Employee is entitled shall be governed by the specific benefit plan, as amended. Employee is required to participate in the Massachusetts Teachers Retirement Plan, if eligible.

**(c) Expenses.** Employer shall reimburse Employee for pre-approved travel and other pre-approved business expenses incurred by Employee in the performance of Employee's duties, in accordance with Employer's policies, as they may be amended in Employer's sole discretion.

**(d) Leave.** As a 1.0 FTE staff member, Employee will be granted a maximum of X days of paid leave for professional development and X paid days for personal leave. All requests for leave must be approved in advance in writing by the Head of School or his/her designee. Personal leave will not be used to extend a vacation and ordinarily will not be granted around school vacation and holiday periods. As a 1.0 FTE staff member, Employee will be granted X paid sick days over the course of the academic year. Unused sick time does not carry over from one year to the next. Should Employee be absent for more than 24 consecutive hours or three school days, a physician's letter may be required.

**5. Additional Employee Obligations.** The Employee shall not:

- a. During the term of this Agreement, do anything that may bring the Employer into disrepute or harm the goodwill or commercial image of the Employer.
- b. At any time, except in the proper performance of his/her duties or pursuant to an order issued by competent authority, use, disclose or make available to any person any Confidential Information. During the term of this Agreement, the Employee shall use his/her best efforts to prevent the disclosure of any such Confidential Information by any other person in the employ of the Employer. "Confidential Information" is defined as all information that Employee or Employer has a legal obligation not to disclose, or designated by the Employer as Confidential, including, but not limited to: academic, medical, social, financial and other records of applicants, students and their families; academic records and personnel files of the Employer's employees; and information regarding the business, financial, or strategic plans of the Employer.
- c. Without permission of the Employer, participate in professional activities which interfere with, conflict with, or in any way hinder the Employee's ability to perform his/her obligations under this Agreement.

**6. Termination of Employment**

**(a) Termination of Contract.** The agreement is at-will, which means that it may be terminated at any time by either the Employer or the Employee with 30 days' notice. Termination can be for any reason, including no reason at all, notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees (or immediately suspend such employment, if Employer deems the same advantageous for the school, in Employer's sole discretion). Employer may terminate the employment relationship immediately for cause as defined within the sole discretion of the Employer, including but not limited to the failure of the Employee to adequately perform their responsibilities, or the Employee's violation of the Employer's policies and procedures. Employer shall pay



## 2019-2020 Employment Agreement

Employee all compensation then due and owing up to the date of termination; thereafter, all of Employer's obligations under this Agreement shall cease.

### **(b) Termination Obligations.**

(i) All property, including, without limitation, all equipment, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to Employee's employment, belongs to Employer and shall be returned promptly to Employer upon termination of the Period of Employment.

(ii) All benefits to which Employee is otherwise entitled shall cease upon Employee's termination, unless explicitly continued under any specific written policy or benefit plan of Employer.

(iii) Following any termination of employment, Employee shall fully cooperate with Employer in all matters relating to the winding up of pending work on behalf of Employer and the orderly transfer of work to other employees of Employer. Employee shall also cooperate in the defense of any action brought by any third party against Employer that relates in any way to Employee's acts or omissions while employed by Employer. This provision (b)(iii) shall survive the termination of this Agreement.

**7. Action by Employer.** All actions required or permitted to be taken under this Agreement by Employer, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the Employer's Head of School or by his or her representative specifically authorized in writing to fulfill these obligations under this Agreement.

**8. Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

**9. Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**10. Assignment; Successors and Assigns.** Employee agrees that Employee will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void.

**11. Severability.** If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.



## 2019-2020 Employment Agreement

**13. Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

**14. Counterparts.** 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.

**15. Employee Acknowledgment.** Employee acknowledges that Employee has had the opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

EMPLOYEE:

COMMUNITY CHARTER SCHOOL OF  
CAMBRIDGE:

\_\_\_\_\_  
Signature

By:

Head of School

Date: \_\_\_\_\_

Date: March 12, 2020