

Dear \_\_\_\_\_

We are pleased to offer you the position of \_\_\_\_\_ at \_\_\_\_\_ (the "Charter School") on the terms and conditions set forth in this offer letter. This offer supersedes all prior offers (if any) or any prior discussion of terms and conditions of employment, and further this is the sole and complete offer authorized to be made to you on behalf of the Charter School. Please read this offer letter carefully, and, if you choose to accept employment with the Charter School, sign below where indicated. This offer, if accepted by you, will comprise the entire agreement for employment between the Charter School and you. It may not be changed or renewed orally but only by an agreement in writing signed by the President, upon prior Board of Directors authorization, and by you. This agreement supersedes and cancels all previous agreements between the Charter School and you, if any.

Your start date will be \_\_\_\_\_. Once you begin employment with the Charter School, you will receive an annual base salary of \$\_\_\_\_\_ payable in accordance with the Charter School regular payroll practices. In addition, you may be eligible to receive a non-guaranteed performance bonus of up to \$\_\_\_\_\_ per year for the fiscal year ending \_\_\_\_\_. Any bonus will be payable at the sole discretion of the Board. All compensation provided to you by the Charter School shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law. Your base salary and annual bonus target for the fiscal year ending \_\_\_\_\_ may be increased on \_\_\_\_\_. The Charter School shall reimburse you for any expenses that further the mission of the Charter School, and are within the Charter School's budget that was approved by the board. Under separate cover, we will provide you with new employee forms, payroll forms and complete benefits package materials. Benefits will be available on or before \_\_\_\_\_ for full-time regular employees.

By signing below, you acknowledge and understand that your employment with the Charter School is "at will," which means that the employment relationship may be terminated by either party, with or without cause at any time.

This position will be year round (twelve months). You understand that you are not automatically provided with vacation or holidays when the Charter School is closed to students. You will be entitled to certain holidays to be taken on days to be established by the Charter School. In addition, you will be entitled to a total of \_\_\_\_\_ days of paid

vacation per year, which must be pre-approved in writing by the Board's designee. Vacation days are accrued in accordance with the School policy at the rate of \_\_\_\_ days per month. The vacation days are earned on the last day of each month for a maximum of \_\_\_\_\_ vacation days per calendar year. No more than \_\_\_\_ vacation days may be carried over past July 31 of any year. You will also be entitled to a total of \_\_\_\_ paid days off per year for sickness or personal reasons. Personal or sick days are accrued in accordance with the School policy at the rate of one day per \_\_\_\_ months for a maximum of \_\_\_\_ days per calendar year. The days are awarded on the last calendar day of each month.

You understand that you report to the Board during the course of your employment, and during that time, you agree to devote in good faith your full time and best efforts in providing your services to the Charter School.

You further acknowledge that your employment by the Charter School may provide you with information that is confidential and proprietary to the Charter School or to its affiliated schools including, but not limited to, any trade secret, any financial, educational, fundraising, student, and/or personnel files, records and/or information (collectively "Confidential Information"), and that disclosure of any Confidential Information could cause irreparable harm to the Charter School and its students. You agree not to communicate, divulge, or disclose to any other person, firm, or entity or use for your own benefit or purposes, any Confidential Information, except as required by law or court order or expressly authorized in advance in writing by the Charter School. This covenant shall survive the expiration or termination of your employment by the Charter School.

By signing below, to the full extent permitted by law, you assign to the Charter School all present and future intellectual property rights in any curriculums, works of authorship, inventions, models, designs, drawings, plans, software, reports, proposals and any other materials prepared by you or arising indirectly in the course of your employment and whether made or conceived in whole or in part by you and whether or not made in pursuance of specific instructions ("Works"). You acknowledge that, by virtue of this paragraph, all such rights are vested (or will vest) in the Charter School and thereafter remain the property of the Charter School. Indeed, you agree that the Charter School shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Works. You further acknowledge and agree that such Works are "works made for hire" for purposes of the Charter School's rights under copyright laws, and you hereby assign to the Charter School any and all rights, title and interest you may have or acquire in such Works.

The Charter School may terminate your employment for any reason, with or without cause, which need not be disclosed to you, by giving you thirty (30) days notice in writing. During the thirty day period, the Charter School can choose to continue to have you work for the thirty day period, or direct you to take a leave with pay for the thirty day

period. Notwithstanding the above, the Charter School is not obliged to give you any more than thirty day's written notice prior to terminating your employment and shall have no obligation to pay you any compensation, severance or other benefits other than thirty days of base compensation after it terminates your employment for any reason.

You also agree that, upon the termination of your employment, you will return to the Charter School all property belonging to the Charter School in your possession and/or control, including, but not limited to laptops, cell phones, keys, identification cards, financial information, educational materials, sales and marketing information and plans, correspondence, designs, budgets, projections, documents, lists, computer disks (and any other computer generated files and data) and copies thereof, equipment, books, records, reports, notes, contracts and other means of storing or recording information.

In compliance with the Immigration Reform and Control Act, you will be required to provide documented evidence of identity and eligibility to work in the United States. Included with this letter is a Department of Homeland Security (DHS) 1-9 Form. The last page lists the DHS approved documentation. Please bring appropriate documentation with you to your New Hire Orientation. Federal Law states that the Charter School may not permit you to work more than three days without this documentation. Enclosed is the I-9 form.

Lastly, please note that your employment offer is contingent upon the successful completion of the required criminal background clearance process, and that the failure to do so will render this offer letter null and void in its entirety.

If you decide to accept the terms of this offer letter with the Charter School, please sign below and return this offer letter to

Feel free to contact me should you have any further questions. Congratulations and welcome to the team!

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Name

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Date