

DATE

NAME

ADDRESS

Dear Dr. XXXXXXXX,

We are pleased to offer you the position of School Director at the XXXXXXXX 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 XXXXXXXX Charter School. This position will be year round with vacation and holidays as defined below. Please read this offer letter carefully, and, if you choose to accept employment with XXXXXXXX Charter School, sign below where indicated.

This offer, if accepted by you, will comprise the entire agreement for employment between XXXXXXXX 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. This agreement supersedes and cancels all previous agreements between XXXXXXXX Charter School and you, if any.

Your first date of full time employment will be July 3, 2012. You will be paid semi-monthly at the rate of \$XXXXXX payable in accordance with XXXXXXXX Charter School's regular payroll practices (for an annual salary of \$XXXXXX). In addition, you will be eligible for a bonus up to \$5,000 based on student score goals set by the board. XXXXXXXX Charter School has a four (4) day work week. All compensation provided to you by XXXXXXXX Charter School shall be subject to applicable payroll taxes and withholdings in accordance with federal, state and local law. XXXXXXXX Charter School is requesting you start on a part-time basis beginning June 5, 2012 at a rate of \$40.00 per hour not to exceed 40 hours per week.

XXXXXXX Charter School shall reimburse you out-of-pocket expenses that further the mission of XXXXXXXX Charter School with the pre-approval of the Board of Directors.

Under separate cover we will provide you with new employee forms and payroll forms. Benefits will be available on or before August 1, 2012 for full-time regular employees.

You understand that you are a year round employee and will not automatically be provided with vacation or holidays when XXXXXXXX Charter School is closed to students. Vacation days are accrued in accordance with the school vacation policy. You will be eligible for 8 paid vacation days. Refer to employee handbook for vacation day policy.

Sick days are accrued in accordance with school policy. Sick days are earned at the rate of one day per two months for a maximum of six (6) days per calendar year. The days are awarded on the last calendar day. In addition, you will receive two (2) personal days with pay each year. Refer to employee handbook for sick day policy.

Please note that your employment offer is contingent upon the successful completion of the required criminal background clearance process. Attached is the form for the background clearance. You will need two money orders or certified checks in the amount of \$10 and \$42.50 payable to Louisiana State Police to process your state police background check.

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 XXXXXXXX Charter School may not permit you to work more than three days without this documentation. Enclosed is the 1-9 form.

XXXXXXXXX Community School may cancel this Agreement for any reasons, with or without cause, which need not be disclosed to you, by giving you thirty (30) days notice in writing, and then paying to you severance consisting of one (1) month salary and the dollar value of one (1) month of all other benefits as described herein, less any amounts you receive from a subsequent employer during that time. Payments shall be made on a regular twice-monthly basis during a period equal to one (1) month.

You may cancel this Agreement by giving XXXXXXXX Community School at least sixty (60) days advance notice in writing. In the event you fail to give notice as required, XXXXXXXX Charter School may elect to terminate your employment at any time without further compensation.

You understand that you report to the Board of Directors 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 XXXXXXXX Charter School.

You further acknowledge that your employment by XXXXXXXX Charter School may provide you with information that is confidential and proprietary to XXXXXXXX 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 would cause irreparable harm to XXXXXXXX Community School and its students. You agree not to communicate, divulge, or disclose to any other person, firm, or entity, any Confidential Information, except as required by Law or court order or expressly authorized in advance in writing by XXXXXXXX Charter School. This covenant shall survive the termination of your employment. You further agree to engage in no activity which could be deemed as conflicting or inconsistent with your employment by XXXXXXXX Charter School.

By signing below, to the full extent permitted by law, you assign to XXXXXXXX Charter School all present and future intellectual property rights in any curricula, 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 XXXXXXXX Charter School and thereafter remain the property of XXXXXXXX Charter School. Indeed, you agree that XXXXXXXX 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 XXXXXXXX Charter School's rights under copyright Laws, and you hereby assign to XXXXXXXX Charter School any and all rights, title and interest you may have or acquire in such Works. Notwithstanding the foregoing, XXXXXXXX Charter School agrees that you may retain ownership of a work in progress undertaken prior to your employment by XXXXXXXX Charter School. It not being XXXXXXXX Charter School's intent to unreasonably restrict your ability to write or speak on topics consistent with your professional background, XXXXXXXX Charter School will consider exceptions to the provisions in this paragraph to the extent not inimical to XXXXXXXX Charter School's interests.

XXXXXXXXX Charter School shall indemnify, hold harmless, and defend you against all claims arising against you, your heirs, administrators and/or executors in connection with your employment by XXXXXXXX Charter School and as permitted by law. You shall immediately notify the President and

legal counsel of XXXXXXXXX Charter School orally and in writing upon learning of any actual or threatened dispute or legal process and shall cooperate fully in any defense or action.

You also agree that, upon the termination of your employment, you will return to XXXXXXXXX Charter School all property belonging to XXXXXXXXX Charter School, respectively, in your possession and/or control, including, but not limited to, 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.

If you decide to accept the terms of this offer letter with XXXXXXXXX Charter School, please sign below and fax this offer letter to Belinda Barron, Human Resources Director at 225-346-5452 or mail to 4th Sector Solutions, Inc., Attn: Belinda Barron, 450 Laurel Street, Suite 1703 Baton Rouge, LA, 70801 by June 3, 2012.

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

Sincerely,

NAME
President of the Board
XXXXXXX Charter School

NAME

Date

Social Security Number