

RETURNING TEACHER EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT made and entered into this ____ day of _____, 2011, between **Returning Employee Name** (person, hereinafter to be referred to as “Teacher”) and The Board of Sigsbee Charter School (hereinafter “SCS”), a Florida not-for profit corporation with its principal place of business at 939 Felton Road, Key West, Florida 33040 and the Principal of SCS.

WITNESSETH:

WHEREAS, SCS desires to secure the services of **Returning Employee Name** to perform the duties of Teacher for the SCS, upon the terms and conditions set forth in the Agreement, and Returning Employee Name desires to be employed by SCS pursuant to such terms and conditions,

NOW, THEREFORE, in consideration of the material advantages accruing to the two parties, and the promises, covenants, and agreements contained herein, SCS and the Teacher agree as follows:

1. Terms of Employment & Compensation

A. SCS agrees to employ Returning Employee Name to perform the duties of classroom teacher as hereinafter described, and Returning Employee Name hereby accepts said employment with SCS and agrees to render such services. The Teacher further agrees to comply with all applicable federal and State of Florida laws and regulations relating to Charter Schools and otherwise in the performance of his/her duties.

B. The Teacher shall serve in said position for the SCS and in that capacity; she/he shall devote full time and efforts toward and faithfully perform all of those duties normally associated with the position and as may be assigned or delegated to the teacher by the Principal, including, but not limited to: instruction of all students using a wide range of resources and positive classroom management techniques, implementation of SCS educational plans and programs, development of positive relationships with school community partners and families, participation in professional development activities, attendance at Board meetings, attendance at such other meetings as the Principal may direct and attendance at school sponsored events. During the term of this Employment Agreement, the Teacher shall, at all times, exert her/his best efforts to advance the school’s business; and in the performance of her/his duties hereunder.

C. The term of employment shall be for period of ten months (10) beginning on August 15th, 2011 and ending on June 9th, 2012. This contract may be renewed by mutual agreement, in writing, between the parties for one year periods. Teacher salaries are based upon the Board approved salary schedule (*See salary schedule for 2011-2012 contract year*).

D. The salary for the year 2011-2012 shall be (ONE YEAR INCREASE ON SCALE PLUS ADDITION TO THE SALARY THAT WE SEPERATED OUT LAST YEAR FOR INVESTMENT PURPOSES). The salary shall be paid in bi-monthly installments over the period of the contract. The school shall deduct and withhold from said salary all applicable taxes, as required by law. This salary begins on August 1, 2011 and will continue for 25 pay periods unless the Teacher separates from SCS. The first day the Teacher is required to report to school is August 15, 2011.

E. The Teacher shall have the option to participate in the SCS 403(b) plan up to \$15,000 per year, tax deferred.

F. SCS shall provide health insurance reimbursement for the Teacher. SCS has agreed to pay up to a maximum of four-hundred dollars (\$400) towards the employee's individual premium per month, or the amount of the premium per month, whichever is less, for a total of not more than forty-eight hundred dollars (\$4,800.) per year. In the event of separation from employment for any reason, SCS paid insurance premiums shall cease immediately. The Teacher may elect to *wave* said insurance if other insurance is held. In the event that the teacher formally waives insurance, she shall be entitled to an amount not to exceed two-hundred dollars per month (\$200), less any legally required deductions. In the event of separation from employment for any cause, this payment shall be terminated immediately.

G. The Teacher shall be entitled to seven (7) paid leave days (combined personal and sick) to be used during the school term. There shall be no "pay out" for any unused leave days. There shall be no roll-over or accrual of days. (*See Employee handbook for policy and procedures regarding use of leave days.*) The Teacher in this contract is entitled to an additional ____ days of leave for the 2011-2012 school year due to the 2010-2011 contract agreement.

H. The Teacher agrees that any teacher-made educational materials produced by her/him using school materials and supplies during the term of this Agreement shall be considered to be property of SCS. The Teacher may make a duplicate set of such materials for his/her own professional library and personal use. The Teacher also agrees that in the event he/she develops any new curricula, teaching techniques, teaching aids or any other educational materials during the course of their employment by SCS, he/she hereby grant to SCS a perpetual license to utilize such material and ideas in its educational programs with both children and teacher training.

I. School Related Meetings and Engagements - The Teacher will be eligible to participate in school related engagements, which include continuing education and staff development programs. Attendance, associated travel and lodging cost will be considered by the Principal for reimbursement upon written submission of request and receipts. Any request for travel, continuing education or development must be submitted to the Principal no fewer than thirty (30) days, or one Board meeting, as a general rule, before the commencement of the event for which allowance is requested. The travel rate shall be determined by the Board annually. (*See Travel reimbursement in Employee Handbook*).

2. **Termination**: This Agreement shall be subject to termination upon occurrence of the following events:

- A. If either party hereto defaults on any of its material obligations, representations or warranties under this agreement, the non-defaulting party shall notify the other party in writing specifying with sufficient details of the nature and extent of such breach and unless within 30 (thirty) calendar days of such notice of such default, the defaulting party remedies the default, this agreement will terminate. This agreement will also terminate if ;
- i. SCS files a petition for bankruptcy or is declared bankrupt,
 - ii. SCS becomes insolvent or makes assignments for the benefit of creditors, or
 - iii. SCS discontinues its business; the Teacher shall have the right to terminate this contract upon written notice.
 - iv. the Teacher shall become disabled by reason of illness or mental or physical disability and/or is unable to perform the essential functions of her/his job with or without reasonable accommodation for a continuous period exceeding two (2) months, or 60 days, and the school makes a written election to terminate this Employment Agreement. Disability shall be deemed to exist when certified to the school by a physician selected by the Teacher or by a provider chosen by SCS should it elect to demand such.
- B. **Termination for Cause**: "Cause" in this agreement means:
- i. conviction, or arrest for a crime involving moral turpitude, including DUI and drug related charges, or one in which the impact on public perception would negatively affect the employee's ability to do his/her job in a meaningful way;
 - ii. willful misconduct or gross neglect of duties which, in either case, has resulted, or in all probability is likely to result, in material economic damage or damage to the reputation of SCS; provided that within 10 days after receiving notice of such misconduct or neglect, on which the Principal is relying to terminate the employee for cause, he/she is provided the opportunity defend herself before the Board; or
 - iii. a repeated failure by the employee to follow the written directives of the Principal or any written SCS policy or guidelines expressly approved by the Board which is resulted, or in all probability is likely to result, immaterial economic damage to the SCS; provided, however, that (a) if you initially refuse to obey the written directives of the Principal, you are furnished a written statement by the Principal that it believes in good faith that the acts or non-acts in respect of which is giving you direction are in the best interests of the SCS, and (b) you are provided the opportunity to discuss with the Principal its reasons for not complying with the Principal's directives, and provided further that your refusal to follow any written directive of the Principal that would cause you to commit any illegal act or engage in any illegal course of conduct shall not be grounds for terminating your employment for cause. Nothing in this agreement precludes the Principal from such acts as suspending the employee with or without pay as well as immediate termination depending on the facts surrounding the issue.

C. Nothing in this Employment Agreement shall be construed to confer upon the employee the right to be retained as an employee of the school beyond the term stated herein.

3. **Entire Agreement** - This Employment Agreement constitutes the entire agreement between the parties, contains all the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to such subject matter.

4. **Amendment** - The terms of this Employment Agreement shall not be amended, waived, modified, supplemented, varied or altered except in writing signed by the employee and the Principal as authorized by the Board.

5. **Notice** - Every notice, request, demand and other communication contemplated by this Employment Agreement shall be in writing and deemed to have been made either when personally delivered to the respective party or deposited in the ordinary U.S. mail, postage prepaid, by regular or certified mail, return receipt requested, to the address of the respective party stated below that party's signature at the end of this Agreement or such changed address as such party may have filed by written notice to the other party.

6. **Waiver** - No failure to exercise, and no delay in exercising on the part of the school or its Board of Directors any right, remedy, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. A waiver of any term or condition of this Employment Agreement shall not be deemed a general waiver by the SCS, and SCS shall be free to reinstate any such term or condition by giving notice to the Principal.

7. **Miscellaneous** - If any one or more provisions of this Employment Agreement or any application thereof shall become or be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any other application of any such provision(s) shall not be impaired or affected in any manner. All subject matter headings are for purposes of reference only and shall not be considered part of this Employment Agreement or employed to interpret the terms hereof.

8. **Assignment** - This Employment Agreement shall be binding upon and inure to the benefit of SCS, its successors and assigns. The employee may not assign his/her rights or obligations under this Employment Agreement, nor delegate any of his/her duties hereunder, without the express prior written consent of the SCS.

9. **Severability** - In the event that any of the provisions of this Employment Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this agreement will remain enforceable.

10. **Governing Law** - This Employment Agreement shall be governed by and interpreted according to the laws of the State of Florida, and shall be enforced only in the courts of Monroe County, Florida.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement this ____ day of ____ 2011, at _____.

The Sigsbee Charter School., Inc.

By _____(signature)

Elisa Jannes, Principal, and

(print) _____, Teacher

(signature) _____

Mailing Address _____

Telephone Number _____