

Raleigh Academy of Chinese Language (RACL) and Independent Educator

EMPLOYMENT AGREEMENT (Rev 1.0, 1/22/2015)

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2015, by and between **Raleigh Academy of Chinese Language**, a North Carolina non-profit corporation ("RACL") and _____ ("Independent Educator"). RACL and Independent Educator are sometimes referred to hereinafter individually as "party" and collectively as "parties." In consideration of employment, of the mutual promises herein contained, and the compensation now and hereafter paid to Independent Educator, Independent Educator hereby acknowledges and agrees with RACL as follows:

1. RACL agrees to offer Independent Educator the position teach _____ class (the "Class") as an Independent Educator during class time determined by RACL's calendar at the rate of _____. Any excused or unexcused absence will not be paid. This position is contingent upon (**minimum number**) students registering for the Class before (**Date**), and should this condition not be met this Agreement shall be null, void and of no force or effect. Notwithstanding any language or terms contained in the Agreement, Independent Educator's employment with RACL is at will, and such employment with RACL may be terminated by Independent Educator or RACL at any time, for any or no reason, with or without cause.
2. The Independent Educator hereby affirms the following:
 - (a) He/she has legal authorization to work in the U.S.;
 - (b) He/she has no criminal record in the U.S. or any other country;
 - (c) He/she does not suffer from any mental illness;
 - (d) He/she is not registered as a sex offender in any state or federal registry;
 - (e) He/she is not listed on any terrorist watch list.

Independent Educator acknowledges that he/she has been given notice that any misrepresentation contain in the Agreement will result in an automatic termination of the Agreement. Further, Independent Educator hereby covenants to immediately inform RACL of any change to responses provided in the Agreement, including, without limitation, responses in Section 2.

3. The Independent Educator agrees to follow the RACL Policy, Teacher's Manual, perform the teaching in a competent and skillful manner. RACL has the option to terminate this Agreement for cause, in advance of the date set forth above, effective immediately upon written notice of such termination to the Independent Educator, in the event of a material breach by the Independent Educator of RACL's rules, regulations, and requirements, or the terms of this Agreement, or the instructions of the Independent Educator's superior(s) relating to the conduct of the Independent Educator's work and the performance of the Independent Educator's duties, or the Independent Educator's failure to abide by standards of conduct and behavior reasonably expected in schools of similar quality and

reputation, or the Independent Educator's inability because of illness or incapacity to perform his/her duties.

4. If the Independent Educator wishes to continue teaching in the next school year, he/she should notify RACL four weeks before the end of the school year. This requirement is simply intended to provide notice to RACL of Independent Educator's desires and plans; and nothing in Section 5 of this Agreement or any language of this Agreement shall be construed to alter the "at will" nature of this Agreement nor impose a duty or obligation on RACL or Independent Educator to continue on with the employment relationship.
5. The Independent Educator agrees to indemnify and hold RACL harmless from any claims or liability directly arising from the Independent Educator's work under this Agreement.
6. No modification of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors. Time is of the essence of this Agreement. This document, including any attachments, is the entire agreement between the parties. This Agreement is governed by the laws of the State of North Carolina.

Name of Principal _____

Signature of Principal _____ Date _____

Mailing Address: P O Box 50375, Raleigh, NC 27650-6375

RACL Address: Raleigh Charter High School, 1307 Glenwood Avenue Raleigh, NC 27605

Name of Independent Educator _____

SSN _____

Home Address _____

Signature _____ Date: _____