



Dear [EMPLOYEE NAME],

Alma del Mar Charter School is pleased to offer you employment as a/an [POSITION TITLE] on the following terms:

1. EMPLOYMENT:

The School employs the Employee to be a/an [POSITION TITLE], and the Employee agrees to be employed as a/an [POSITION TITLE] and agrees to fulfill the responsibilities of such position as described herein, commencing [START DATE] all as hereinafter provided.

2. RESPONSIBILITIES AND DUTIES OF THE EMPLOYEE:

The Employee's responsibilities and authority include, without limitation by the specification thereof, the following:

- The Employee's primary duty is to ensure that each day their actions help to put the School's scholars on the path to college and challenge them to be service-minded leaders.
- The Employee shall contribute professionally and generously to the life of Alma by attendance each school day Monday through Friday, from at least 7:15 AM to at least 4:30 PM, by attending all required and necessary meetings, and by participating in School-related activities whenever appropriate for their position and responsibilities. During these times and when participating in such meetings and activities, the Employee must act in accordance with Alma's mission and values.
- The Employee is expected to regularly participate in family engagement activities and other School community events.
- The Employee will be furnished with employee policies and a school calendar during orientation. The School reserves the right to modify these documents from time to time, as it deems appropriate. The Employee shall devote their full time to fulfilling the responsibilities of their position and shall not engage in any other gainful occupation without the prior consent of their manager.

3. COMPENSATION:

As consideration for all services to be rendered, the School shall compensate the Employee as follows. As [POSITION TITLE], the Employee shall be classified as an employee exempt from overtime pay, pursuant to the professional exemption under federal and state overtime laws.

a. Salary: Cash remuneration will be the following:

i. Base Compensation

- The School shall pay a base salary at an annual rate of \$[SALARY] payable twice-monthly, as a 12-month employee in accordance with the regular payroll practices of the School. All applicable taxes and withholdings shall be deducted in accordance with normal payroll practices. Payroll checks will be distributed via direct deposit.
- Alma does not provide automatic "step" increases. Based on the Employee's performance (as measured

by their manager and school leadership on the Employee's evaluations), the annual rate of the Employee's salary may be increased each year by up to 5%, contingent upon available funding.

iii. Benefits

- As an employee of Alma, the Employee will be given access to a comprehensive benefits package, including health, vision and dental insurance. This package will be offered to the Employee prior to the start of the school year. Alma will also provide short-term disability and life insurance as is standard to the industry at no cost to the Employee.
- The Employee's vacation shall consist of two weeks in addition to the school's Thanksgiving vacation and December vacation. The Employee will notify their manager at least two weeks in advance of taking vacation time.

The Employee will receive 6 Personal Days with prior approval by their manager (or as needed for sick days).

4. EVALUATION:

Annually, or more frequently upon the mutual agreement of the School and the Employee, their manager shall evaluate the performance of the Employee based upon the responsibilities set forth herein and such other criteria as may be developed mutually between the parties. Prior to September 1 of each year, the results of such evaluation will be reviewed with the Employee.

5. REGULATORY REQUIREMENTS:

The Employee's employment will be subject to successful completion of a required state and federal Background Criminal Information check and verification of the Employee's employment and academic credentials.

6. DISABILITY OR DEATH:

In the event that the Employee becomes disabled so as to be unable to perform adequately in their position, they shall be entitled to additional sick leave until the first to occur of: (a) the expiration of six months time, or (b) the inception of coverage by their long term disability policy. Disability shall be determined by mutual agreement of the parties hereto or, if agreement cannot be reached, by the Chair of the Board of Trustees. Disability shall be a cause for termination of the Employee's employment and the provisions of Section 7 shall apply. In the event of the death of the Employee during his/her employment, the School shall pay to the estate of the Employee the salary for the remaining time within the school year of the contract during which death occurred and permit the benefits of the Employee to apply to the surviving spouse of the Employee, if any, for that same time period.

7. RESIGNATION OR TERMINATION:

The Employee's employment with Alma is "at will," and may be terminated by the School at any time and for any reason, upon written notice by the School to the Employee of such termination. The Employee may terminate their employment with the School at any time and for any reason, provided that the Employee has submitted to the Executive Director written notice of their intention to resign not less than thirty days prior to the effective date of such resignation.

The parties agree that these terms of employment are not to be viewed as a contract of employment for any fixed term.

8. APPLICABLE LAW AND ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS:

This agreement and the employment of the Employee shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute, claim or controversy concerning either this agreement or the employment of the Employee shall be resolved in accordance with the rules of Alternative Dispute Resolution. Any decision reached through such proceedings shall be final and binding and shall be to the exclusion of any other remedies whatsoever.

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If you agree to the foregoing terms of employment, please sign below indicating your acceptance.

I, [EMPLOYEE NAME], accept the terms of this offer, and understand that it is not deemed accepted by Alma until it has been countersigned by the Executive Director below:

Employee Name: [EMPLOYEE NAME]

Signature: _____ Date: _____

Alma del Mar Charter School Executive Director: **Will Gardner**

Signature: _____ Date: _____

Alma del Mar Charter School Hiring Manager: [HIRING MANAGER NAME]

Signature: _____ Date: _____