



BOSTON PREP

LETTER OF AGREEMENT—2021-2022 School Year – One Team

THIS AGREEMENT (the “Agreement”) is made by and between Boston Preparatory Charter Public School (the “School”) and **NAME** (the “Employee”). In consideration of the promises contained herein and for other good and valuable consideration, the receipt, sufficiency, and adequacy are hereby acknowledged, the parties hereto mutually agree to the following terms and conditions of employment.

1. **EMPLOYMENT:** The School agrees to employ the Employee, and the Employee agrees to accept such employment, as a(n) **ROLE** on a full-time basis at the School under the terms and conditions set forth in this Agreement.
2. **TERMS:** Unless otherwise provided by this Agreement, the Employee shall be employed by the School for a term commencing on August 26, 2021 and ending on July 31, 2022, inclusive (the “Term”), unless this Agreement is terminated earlier in accordance with the provisions of this Agreement, including Section 11 herein. The first 90 calendar days of the Term shall be a probationary period (the “Probationary Period”), during which the Employee’s employment may be terminated at any time without cause and without notice. The Term will automatically renew for successive periods of one (1) year unless the Executive Director notifies the Employee in writing by July 1 of the then-current term of his/her intent not to extend or renew the Agreement. To the extent the Term extends beyond July 31, 2022, the Probationary Period will not recur. Nothing stated in this Agreement or represented orally by either party shall create any obligation of the School to renew or extend this Agreement or otherwise continue this employment relationship beyond the Term detailed herein.
3. **CRIMINAL BACKGROUND CHECK.** Employment with the School is conditioned upon the completion of a state and national finger-print based criminal history record check and a Massachusetts Criminal Offender Record Information check as required by law, with results that are satisfactory to the School, in the School’s sole discretion.
4. **RESPONSIBILITIES.** The Employee shall perform all responsibilities appropriate to their position during the course of this Agreement in accordance with the job description provided to the Employee. The Employee shall devote their best efforts and full-time attention to the performance of such duties. The Employee shall be subject to the direction of the School, which shall retain full control of the means and methods by which the Employee performs the required services and of the place(s) at which all services are rendered. The School shall set working conditions of the Employee, including working hours, duties, and professional development requirements.
5. **COMPENSATION:** The Employee’s compensation shall be **\$X,XXX** (the “Salary”), paid on a semi-monthly basis (annualized at **\$XX,XXX**), less applicable taxes and withholdings, distributed in accordance with the School’s usual payroll practices as may be in effect from time to time. If this Agreement is terminated for any reason prior to the final day of the Term, the School shall pay the Employee a portion of their Salary, calculated through the termination date based upon the number of actual work days employed.
6. **BENEFITS:** Eligible employees may participate in benefit programs specified in the School’s policies and made available to similarly situated employees of the School, including, but not limited to, health and dental insurance benefits. If the Employee is eligible and chooses to participate in the health benefit plan offered by the School, the Employee shall be obligated to pay a portion of the health coverage premium, as determined by the School (with the School bearing responsibility for the remainder), which will be deducted automatically from their semi-monthly salary payments.
7. **VACATION:** The School shall pay the Employee their Salary on all days on which the School closes in observance of holidays, and during winter and spring breaks. (Note: School-year team (e.g., teachers, counselors, etc.) have summer vacation. All others have two to three weeks of summer vacation (note: Coordinators and Department Chairs have unique summer vacation totals depending on the role). (Please refer to [Compensation Memo to One Team vj2](#) for specifics by role)
8. **LEAVE:** The Employee may take leave in accordance with the School’s Sick and Personal Time Policies set forth in its the Employee Handbook and applicable state and federal law.

9. EVALUATION: The Employee shall perform his/her duties as detailed in his/her job description in a manner satisfactory to the School, in the School's sole discretion. School leaders shall meet with the Employee during the year to discuss their job performance.

10. ADHERENCE TO POLICIES AND LAWS. The Employee shall adhere to all Employer policies, as well as any state or federal laws and regulations in the performance of their duties. This includes, but is not limited to, laws pertaining to the confidentiality of student record information, mandatory reporting requirements, and policies found in the Employee Handbook. This also includes, but is not limited to, all Employer-implemented policies and practices as they relate to COVID-19, including those relating to in-person and/or remote work. Employee understands that he or she is expected to work full-time, in-person during the Term, unless otherwise authorized by the Executive Director.

11. TERMINATION: At any time with 30 calendar days' written notice, the School or the Employee may terminate the Employee's employment with the School, for any reason, including no reason at all, unless otherwise provided in this Agreement. The School may terminate the Employee's employment immediately, without notice, if the Executive Director, in her sole discretion, determines that the Employee has failed to perform their responsibilities adequately, otherwise engaged in Misconduct as defined herein. For the purposes of this Agreement, Misconduct is defined as: any violation of the Employee Handbook; theft or destruction of School property; use of illegal substances or the unauthorized consumption of alcohol on School premises or during working hours; acts of sexual or racial harassment or any violent or abusive conduct toward a student or School employee; acts of forgery or plagiarism; other conduct which the Executive Director determines to constitute behavior that is not in the best interests of the students, families, or other School employees; and, any other conduct the Executive Director determines is detrimental to the School.

12. NOTICE. All notices and other communications required or permitted hereunder shall be made via electronic mail to the parties at the addresses set forth below:

If to the School:

Tamara Olsen, Board Chair
Tamara.Olsen@Bain.com

If to the Employee,

[Employee Name]
[Employee E-mail]

13. INTELLECTUAL PROPERTY OF EMPLOYEE. Unless otherwise expressly agreed in writing by the Executive Director of the School, all "Intellectual Property," as defined herein, that is made, conceived, expressed, developed, or actually or constructively reduced to practice by the Employee (either solely or jointly with others) in connection with, or relating to, any work performed by the Employee for the School, or otherwise developed in the scope of the Employee's employment, shall be and remain property of the School. For all Intellectual Property developed by the Employee outside the scope of their employment, the Employee must assign (and will automatically assign upon its creation) to the School the ownership of such material, including copyright or other rights in such materials, without the necessity of further consideration, if the Employee developed such Intellectual Property: (a) using the School's equipment, supplies, or trade secrets; (b) as a result of the work she performed for the School; or (c) such Intellectual Property relates to the School's current or anticipated business model, or research and development.

For the purposes of this Agreement, "Intellectual Property" includes, but is not limited to, all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including, without limitation, source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms and designs, whether or not patented or registered (or patentable or registerable).

14. GOVERNING LAW AND VENUE. The parties agree that this Agreement is governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Accordingly, in the event of a dispute arising out of, in connection with, or relating to this Agreement, the parties shall bring such dispute to a Court of the Commonwealth of Massachusetts located in Suffolk County.

15. SEVERABILITY. If any clause or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, the parties agree that the validity of the remaining clauses and provision of the Agreement are not affected and will remain in full force and effect.

16. NON-WAIVER. No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

17. COUNTERPARTS; SIGNATURE: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement. Signed signature pages may be transmitted by facsimile, electronic mail in portable document format (.pdf), or by any other similar electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed an original signature for all purpose, and will have the same force and effect as a manually-signed original.

Please indicate your agreement to the foregoing by signing the letter in the space provided below.

Executed under seal:

By: _____
Employee (NAME)

By: _____
Board Chair

DATE: _____

DATE: _____

We look forward to your contributions to the 2021-2022 school year and thank you for the commitment you are making to our school, our students, our families, and our staff.

One Mission. One Team. One School. We are Boston Prep.