

Learning First Charter Public School

This Agreement is made this **XX** day of **XXX**, 2021, between the Learning First Charter Public School (herein after the “School” or “LFCPS”) and **XXXXXXXX** (hereinafter the “Employee”).

1. ACKNOWLEDGEMENT

The Employee acknowledges and agrees that the Board of Trustees for the Learning First Charter Public School has been granted a Charter by the Massachusetts Department of Education to operate the School. The Employee understands and agrees that the success of the School depends upon his/her willingness and ability to implement the LFCPS programs. The Employee also understands that he/she is accountable to the Superintendent, Head of School, the Board and the School’s charter.

2. PROFESSIONAL EXPECTATIONS & STANDARDS

As a **XXXXXXXXXXXXXXXX**, the Employee will be responsible for meeting the professional and personal expectations and standards outlined in the Learning First Charter Public School Staff and Family Handbook and Policy Manual and the Employment Policy and Personnel Manual, as well as those communicated by administration. Employee will at all times also perform his/her duties and act in compliance with all applicable laws. Employee agrees that to the best of his/her ability and experience, Employee will at all times loyally and conscientiously perform all duties and obligations required of Employee by the terms of this Agreement. **It is further understood that this contract is contingent upon the employee retaining an active valid certifications/licensure based on the position held, and as outlined by state law. Such certification/license will be provided to the business office. (Nurse: Valid State License, CPR and First Aid Certification. OT, SLP, PT, COTA, SLPA: Valid State License) Valid license/certification must be in the position held.**

3. DURATION OF CONTRACT

This Agreement shall be effective from July 1, 2021, and terminate on June 30, 2022 the “Contract Year”. **This offer is subject to and contingent upon the results of Employee’s background check which include Massachusetts Criminal Offender Record Information (CORI) check obtained by the school, and the required “State and National Fingerprint-Based Criminal Background Check” provided by the employee and as required by Massachusetts Law, satisfactory to the employer, and is a condition of hiring or continuation of employment, and will be revoked if the result of the background investigation is unsatisfactory, as determined in the sole discretion of the School.** This offer is also subject to and contingent upon Employee’s ability to satisfy all federal and state requirements to work in the assigned position. This offer of employment for the 2021-2022 school year is further contingent upon the successful completion of Employee’s duties during the 2020-2021 school year. Should Employee’s employment

be terminated for any reason prior to June 30, 2021, this Agreement shall be deemed null and void.

4. SALARY

The annualized salary of the Employee will be \$ XXX, less applicable deductions and withholdings, to be paid in accordance with the School's Payroll Policy and over 26 pay periods (refer to the HR portal for current year pay date schedule) (22 pay periods for new hire employees). In addition to your base pay, you will receive \$2,000 upon receipt of your teacher certification and SEI Endorsement (if certified, you will receive \$1,000 upon receipt of your SEI Endorsement). This will be prorated based on date of DESE approval. **Completion of teacher certification and SEI endorsement, or transition of emergency license to final certification during this year of employment at the School is a requirement for re-hire. Should an emergency license not be transitioned the \$2,000 holdback will be reinstated.**

The Employee will receive his/her first regular paycheck after s/he has started to work on a full-time regular basis as a XXXXXX for the 2021-2022 school year. This annual salary assumes the Employee will work a minimum of 187 days on a schedule to be determined by the Superintendent or as outlined by the school calendar. For any work-year shorter than 187 days (190 for employees as noted), the Employee's salary will be pro-rated.

If new to the assigned position, Employee will work 190 days as outlined herein. The school calendar for 187 days plus 3 new staff training days, (TBD).

5. BENEFITS

Employee will begin to accrue eligibility to enroll in the School's medical benefit plan as may be in effect when Employee starts to perform the regular duties of employment on a full-time basis. Benefits for full-time regular employees currently begin the first of the month following 30-days employment as a full-time regular employee. Attendance at training sessions during the summer before the school year begins does not constitute the commencement of the regular duties of Employee's full-time employment for that purpose.

Employee is also eligible to receive a total of ten paid discretionary days per year. For any School year shorter than 187 days (190 for employees as noted), the number of discretionary days will be pro-rated. The discretionary time accrual will begin the first of the month following 30 days of employment as a full-time regular employee. For every 20 days worked, Employee will accrue one discretionary day, up to a maximum of ten discretionary days per School year.

6. HOURS OF WORK

The normal workday shall be no less than eight hours. Employees are required to be in position, prepared to start each day prior to the arrival of the students. The Employee will work a professional day that includes such additional time, if any, which may be necessary for the performance of his/her duties. In addition, the Employee will participate in additional professional development activities, staff meetings, and School sponsored events that promote family and community engagement as needed at the direction of Employee's Supervisor. During the work year and during the professional day, the Employee will devote all of his/her time and effort to the School, and all plans and materials developed by the Employee during their term of employment at LFCPS is the property of the School. The Employee may not have other employment, including self-employment, while school is in session, without the expressed prior written consent of the Head of School.

Any changes to the way instruction is delivered will require flexibility around the times of day you will be assigned by management to perform your duties. Responsibilities as outlined in your current job description will be adjusted as needed to meet the needs of the school community.

7. EVALUATION

The Employee will participate in an annual performance evaluation process beginning with goal setting and ongoing progress monitoring and culminating in a summative review. All employee evaluations are currently measured against expectations outlined in the Employee's job description and / or teacher performance rubrics, with special weighting to student achievement outcomes. Employee is required to maintain a professional growth plan portfolio.

8. TERMINATION

The Employee's employment may be terminated at any time as follows:

By the Employee:

- If the Employee wishes to terminate this contract before the end of the school year, s/he must provide the Supervisor ninety days advance written notice.

If the Employee fails to provide the School ninety days advance written notice, the School will incur the costs of replacing the Employee on an interim basis using substitute teachers as well as other expenses associated with his/her expedited replacement. Thus, if the Employee fails to provide the School with at least ninety days advance written notice, s/he acknowledges and agrees that such known costs may be deducted from the Employee's final paycheck to compensate the School for these costs and that in the alternative, the School may initiate legal action against the Employee for recovery of the full replacement costs, with Employee responsible for any attorney's fees and other costs incurred by the School. The School in its sole

discretion may waive the ninety days advance written notice provision if the School and the Employee can agree on a mutually agreeable departure date. In the case where the School and Employee agree on a departure date that is less than ninety days from the date the Employee gave notice, the School agrees to not seek recovery of any replacement costs.

By the School:

Unless otherwise specified herein, the Employee's employment hereunder may be terminated by the School immediately upon the occurrence of any of the following events, and the School shall have no obligation to the Employee for any period after the effective date of such termination, except vested benefits or as required by law.

- ❑ Without cause, upon twenty days' notice or ten days' pay in lieu of notice.
- ❑ If the Employee fails to obtain or maintain his/her teaching certification or does not make reasonable progress towards becoming a highly qualified teacher as required by the No Child Left Behind Act.
- ❑ By reason of reorganization, retrenchment, or financial constraints that result in a job elimination.
- ❑ By reason of unsatisfactory performance, misconduct, violation of the terms of this Agreement, or conduct unbecoming an employee or tending to bring disrepute upon the School, all as determined in the sole discretion of the School.
- ❑ By reason of non compliance with the Written Information Security Plan as outlined in the plan, or such other policies or procedures established by LFCPS, all as determined in the sole discretion of the School.
- ❑ If the results of the Employee's background investigation (including, but not limited to, criminal history, education, work experience, references, certifications) are unsatisfactory, as determined in the sole discretion of LFCPS, or if the Employee was not truthful on his/her employment application form.

Upon termination of Employee's employment hereunder for any reason, Employee shall immediately deliver to the School all documents, statistics, accounts, records, programs and other items of whatever nature or description, whether maintained in hard copy or electronic format, regarding the School, its employees or students, which may be in Employee's possession, custody or control.

9. MISCELLANEOUS

The Employee further agrees that the School may deduct from the Employee's final paycheck any amounts due resulting from the failure to return school property (i.e., computers or other technology related items, instructional materials, etc.), or for professional development not attended by the employee but paid for by the School with expectation of the Employee's attendance.

This contract is entered into, and shall be governed by the laws of the Commonwealth of Massachusetts.

This Agreement shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, among the parties with respect to such subject matter and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

A signature below indicates that all terms of the Agreement are acceptable. This Agreement shall be executed in duplicate originals. One of the signed Agreements shall be returned within **ten** days.

Board President:

Justin Vernon (Signature)

Date

Superintendent:

Leo Flanagan (Signature)

Date

Supervisor or Head of School

Title: **XXX**

XXXXXXXXXX (Signature)

Date

Employee:

XXXXXXXXXX (Signature)

Date