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**EMPLOYMENT AGREEMENT**

1. **Agreement Term**

The Brooke Charter School Board of Trustees, represented by the Co-Directors, on behalf of Brooke Charter Schools (the "School" or “Employer”) hereby extends employment to Click here to enter text. (the "Employee"), and by confirmation hereof, the Employee agrees to accept such employment with the School. The Employee agrees to serve as an employee at the School, subject to the terms and conditions set forth herein, for a term ***commencing*** Click here to enter a date. ***and expiring on*** Click here to enter a date. (the “Employment Period”), unless sooner terminated as provided for in this Agreement.

1. **Position and Duties**

The Employee shall serve as Choose an item. Click or tap here to enter text., reporting to the Choose an item.. The Employee shall faithfully and diligently perform such duties as reasonably requested by Employer, or any such official acting through the authority of the Co-Directors of the School, in accordance with the Employer’s policies and procedures. The Employee will be responsible for performing all duties appropriate to his/her position during the course of his/her employment and any such responsibilities that are otherwise outlined in the Employee Guidelines, which is incorporated by reference herein, or otherwise reasonably associated with the Employee’s position. The Employee’s primary responsibilities shall include:

* Plan, prepare and deliver rigorous instruction to all students;
* Hold students to high academic and behavioral standards;
* Make personal connections with students to support them and make them feel known;
* Track student progress and provide feedback to all students on their growth and mastery of skills/objectives;
* Communicate with families regarding student progress and needs;
* Collaborate with all colleagues in order to best serve student needs;
* Participate in grade-level, department, school, and network meetings and professional development to support professional growth;
* Support the operations of the school through assigned duties as needed and indicated by school administration;
* Embody Brooke’s operational values:
	+ We are driven by an urgent mission
	+ Great teaching closes the achievement gap
	+ We are all leaders
	+ We grow best together
* Other such duties as the Principal or supervisor may from time to time request, commensurate with Employee's position.

The Employee shall devote his/her entire working time, ability and attention exclusively to the responsibilities associated with being an Employee at the School. With the promotion of student achievement in mind, the Employee agrees to perform all of his/her duties diligently, enthusiastically, and to the best of his/her ability. The Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the Employer, and any changes therein which may be adopted from time to time by the Employer.

1. **Availability and Outside Employment**

During the Employment Period, the Employee must be available to work as a Choose an item. employee, subject to the holidays, school breaks, and vacation periods delineated in the school calendar (updated annually) and Brooke’s leave policy as outlined in the employee guidelines.

The Employee is expected to be at the School for the entire school day, **Click or tap to enter a date. to Click or tap to enter a date.,** including reasonable time before and after school, and to participate in student arrival, recess, lunch, and student departures, and other classroom and/ or non-­classroom duties, activities, and meetings as required the Employee’s Principal or Supervisor. The time commitment stated above classifies your employment as that of a Choose an item. employee.

The Employee shall not engage in or accept any other paid or unpaid employment or occupation during the Employment Year, or directly or indirectly become associated with any other person or entity, without the Employer’s written consent, if such employment, occupation or association might interfere in any way with the Employee’s performance of his/her duties hereunder as determined by the School.

1. **Compensation and Benefits**
	* 1. Base Salary. The School shall pay the Employee a compensation of a weekly rate of ***$***Click here to enter text., annualized to a base salary ("Base Salary") of ***$***Click here to enter text.per Employment Agreement Year, commencing the first pay period after start date. The Employee will be paid over a period of 12 months, in accordance with the School's semi-monthly payroll practices, which is subject to deductions for taxes and other withholdings as required by law or the policies of the School. The employee’s pre-deductions, base salary per pay period will be ***$***Click here to enter text.***.***
		2. Stipends. On occasion, the Employee may be offered the opportunity to earn additional compensation in the form of stipends, in connection with the Employee’s employment. The terms of such stipends will be set forth in an Addendum to this Agreement.
		3. Benefits. All regular, full-time employees (those working 30 hours or more), are eligible to enroll in Brooke’s benefit plans including health, dental, life, and disability insurance benefits, subject to the terms and conditions of the specific benefit plans. If the Employee qualifies for and chooses to participate in the health, dental, or additional life and/or disability insurance benefits plans, he/she will be responsible for payment of the employee's share of the premiums. The School reserves the right to amend benefits provided to the Employee at any time, upon notice to the Employee. Employees should reference section 3 of this employment agreement to confirm if their employment is designated as full-time or part-time.
		4. Leave Policy. The Employee may be entitled to certain paid leave options depending upon the scope of their employment. Employees should refer to the School’s employee guidelines, which reference time available for employees in terms of sick leave, personal days, holiday pay, and other leave options. The School reserves the right to amend leave policies provided to the Employee at any time, upon notice to the employee.

* + 1. Reimbursement of Expenses. The Employee will be reimbursed only for reasonable expenses incurred in the performance of his/her duties and approved in writing by his/her Principal or supervisor.
1. **Confidentiality**
2. The Employee acknowledges that his/her employment by the School may provide him/her with confidential information relating to the conduct of the business affairs of the School, including, without limitation, operational records, marketing plans, financial information, personnel files and student records (collectively "Confidential Information"). Employee agrees not to disclose, either during the time he/she is employed or following the termination of his/her employment, to any person or entity, or to use for Employee’s own benefit, any Confidential Information, except as required by law or court order, and only after giving the School advance notice of such planned disclosure, or expressly authorized in writing by the School. Employee acknowledges that all records, data, communications and other property of Employer entrusted or loaned to Employee or prepared by Employee during the term of this Agreement are Employer’s property and Employee agrees to return any material entrusted or loaned to Employee immediately upon termination of his/her employment.
3. The covenant contained in paragraph a) above shall survive the expiration or termination of this Agreement.
4. **Solicitation**

During Employee’s employment, Employee shall not, directly or indirectly, on his/her own behalf or on behalf of any other person or entity, call upon, solicit or attempt to solicit staff of Employer to work for another entity.

1. **Curriculum and Instructional Materials**

The Employee acknowledges that any curriculum and instructional materials developed by the Employee for use in the performance of his duties may also be used by the School for its own institutional purposes, and consistent with its legislative charter, shared with other institutions for use within the public school system.

1. **Educator Qualifications**

Pursuant to Massachusetts law [M.G.L. c. 71, § 89, (ii)] and regulations [603 CMR 1.06(4)], charter school teachers hired after August 10, 2000 must either (a) take and pass, within his/her first year of employment at a charter school, the Massachusetts Tests for Educator Licensure; or (b) be already certified (licensed) in Massachusetts to teach the subject matter of their teaching assignment. In addition to these requirements, all core academic lead teachers at Brooke must possess the SEI Teacher Endorsement or earn it within four months of his/her employment start date (as stated previously in this agreement). Failure to meet these requirements, or any other applicable laws or applicable guidance relating to teacher requirements, may result in suspension or termination of employment. All Associate Teachers will be required to comply with these requirements upon transitioning to a Lead Teacher role. Detailed listings of the specific requirements for all instructional position at Brooke are found in Brooke’s employee guidelines.

1. **Renewal and Termination**
	* 1. Renewals. The School and the Employee may opt to renew this agreement by extending the Term for successive one-year periods. Unless otherwise stated by the School, any such renewal term will commence on the following August 1 and expire on July 31 of the following year, unless otherwise stated in the renewal document. The School will endeavor to notify the Employee of its decision to renew or to decline renewal by May 15 of then-current Term. Should the Employee’s Term be extended, the Employee’s Base Salary may generally be subject to increases based upon cost of living adjustments and other factors as determined by his/her Principal or supervisor.
		2. Termination: Although the School hopes that the Employee will remain employed throughout the Term, the Employee’s employment with the School is at-will, which means that both the Employee and the School are free to terminate the employment relationship for any reason or no reason, with or without notice. Should the Employee wish to resign from his/her employment, the School requests that the Employee submit written notice thereof to the Principal or supervisor no less than one month prior to his/her effective date of resignation.
2. **Representations.**

The Employee represents that he/she is not bound by any prior agreements, which prevent him/her from entering into this Employment Agreement or carrying out his/her duties in any way inconsistent with the terms herein.

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether written or oral, between the parties relating to such subject matter, including any offer letters.

In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Nothing in this employment agreement should be considered a contract of continued terms of employment.

1. **Employment Contingencies.**

Employment is contingent upon the following additional items:

* + - 1. The Employee’s employment is contingent upon following all policies and procedures as laid out in the Brooke Charter School Employee Guidelines.
			2. The Employee is legally eligible to work in the United States. In accordance with the Immigration Reform and Control Act of 1986, the School is required to have an Employment Eligibility Verification Form I-9 on file. On the Employee’s first day of employment he/she will be asked to present a document or documents that establish identity and employment eligibility. A listing of such eligible documents will be provided to the Employee.
			3. Employee represents that he/she is not subject to any confidentiality or non-competition agreement or any other similar type of restriction that would affect his or her ability to serve as an employee consistent with this Agreement.
			4. Employment at Brooke Charter Schools is contingent upon the successful completion of all background checks. Based on the results of these checks, the School will make a suitability determination regarding the Employee’s employment.
			5. Employee understands that job duties, compensation, and benefits, as well as School policies, procedures, and practices, may change from time to time, and that the “at will” nature of employment may only be changed by an express written agreement to that effect approved by the School.
			6. The Base Salary set forth in the employee's employment agreement or renewal letter is based on the School’s financial assumptions as of the date of that agreement. In the event that the School determines, in its sole and absolute discretion that its financial assumptions were overly optimistic, the Base Salary set forth in the employee's most recent agreement may be reduced [upon thirty days' notice to Employee].
			7. This employment agreement and the documents referenced within supersede any prior written documents or conversations about such terms of your employment.

If you are in agreement with the terms and conditions set forth herein, please execute as noted, and return to the undersigned.

Respectfully: Agreed Upon By:

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Date Date