



Dear [EMPLOYEE NAME],

Alma del Mar Charter School is pleased to offer you employment as a/an Lead Teacher on the following terms:

**1. EMPLOYMENT:**

The School employs the Educator to be a/an Lead Teacher, and the Educator agrees to be employed as a/an Lead Teacher 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 EDUCATOR:**

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

- The Educator'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 Educator is responsible for lesson planning and delivery, grading, participation in and leading of professional development, family engagement, and other duties as directed by school leaders.
- The Educator 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. The Educator will attend weekly Professional Development from 4:15 PM to 6:00 PM. During these times and when participating in such meetings and activities, the Educator must act in accordance with Alma's mission and values.
- The Educator is expected to regularly participate in family engagement activities and other School community events.
- The Educator 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 Educator 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 Educator as follows. As Lead Teacher, the Educator 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 Educator’s performance (as measured by their manager and school leadership on the Educator’s evaluations), the annual rate of the Educator’s salary may be increased each year by up to 5%, contingent upon available funding.

iii. Benefits

- As an employee of Alma, the Educator will be given access to a comprehensive benefits package, including health, vision and dental insurance. This package will be offered to the Educator 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 Educator.
- Alma will contribute to the Massachusetts Teachers’ Retirement System on the Educator’s behalf, in accordance with state regulations.
- The Educator’s vacation shall consist of four weeks during summer and all scheduled school holiday periods during the school year.
- The Educator will receive 6 Personal Days with prior approval by the Executive Director (or as needed for sick days). Personal days are non-accruable beyond each school year.
- The Educator will receive \$1000 budget each year towards Professional Development.

**4. EVALUATION:**

Annually, or more frequently upon the mutual agreement of the School and the Educator, an administrator shall evaluate the performance of the Educator 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 Educator.

**5. REGULATORY REQUIREMENTS:**

The Educator will provide to Alma evidence of their valid Massachusetts teacher licensure for the area(s) of employment. In the absence of such licensure, a formal educational plan approved by school leadership for the attainment of such licensure shall be submitted prior to the start of school year and licensure shall be attained within one year.

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

**6. DISABILITY OR DEATH:**

In the event that the Educator 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 Educator’s employment and the provisions of Section 7 shall apply. In the event of the death of the Educator during his/her employment, the School shall pay to the estate of the Educator the salary for the remaining time within the school year of the contract during which death occurred and permit the benefits of the Educator to apply to the surviving spouse of the Educator, if any, for that same time period.

**7. RESIGNATION OR TERMINATION:**

The Educator’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 Educator of such termination. The Educator may terminate their employment with the School at any time and for any reason, provided that the Educator 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 Educator 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 Educator 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.

\* \* \*

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: \_\_\_\_\_