

City on a Hill Circuit Street 58 Circuit Street—Roxbury, Massachusetts 02119 617–445–1515

City on a Hill Charter Public Schools Circuit Street Teacher/Administrator Contract 2016 - 2017

The City on a Hill Charter Public Schools Board of Trustees, represented by the Executive Director, on behalf of City on a Hill Charter Public School Circuit Street (hereinafter, "Employer" or "School") hereby extends employment to **NAME** (hereinafter, "Employee") and by confirmation hereof, The Employee accepts employment with the Employer. The Employee agrees to serve as an Employee at City on a Hill Charter Public School Circuit Street beginning DATE and continuing until the final day on June 30, 2017, as marked by the official school calendar or otherwise by mutual agreement of the Employee and the Employee, unless sooner terminated for cause as provided under the by-laws of the Employer and the statutes of the Commonwealth. For the purposes of this Agreement, "cause" shall be deemed to exist upon a finding by the Employer of (a) the Employee's failure to perform any of his/her duties and responsibilities hereunder; (b) the Employee's engaging in conduct which is injurious to the employer; (c) the Employee's commission of a breach of this Agreement or of any other agreement to which the Employee and the Employer are both parties; (d) violation of the standard of conduct in the School's personnel handbook; and/or (e) the commission by the Employee of any crime (other than routine traffic violations). In addition, the School reserves the right in the case of a negative change in the public or private funding to the school during the 2017 fiscal year, to consolidate or eliminate positions due to lack of funding. The term of this agreement, as it may be terminated or extended hereunder, is hereinafter referred to as the "Employment Period."

The Employee shall faithfully and diligently perform such duties as reasonably requested by the Employer, or any such official acting through the authority of the Executive Director of City on a Hill Charter Public Schools, in accordance with the Employer's policies and procedures.

The Employee's title will be TITLE FTE Breakdown

The employee's contract terms will be $\frac{4}{3}$ months

The Employee's annual base salary will be **SALARY**, payable over 12 months

The Employee's semi-monthly pay rate will be **\$PAY RATE**

The employee's first pay period will be September 15, 2016

The employee's final pay period will be **August 31, 2017,** provided the employee will be recontracted for the following school year. Should the employee not return for the following school year the employees remaining contract balance will be paid on **June 30, 2017**.

The Employee's base location will be 58 Circuit Street, Roxbury, MA. 02119

The Employee will be paid in semi-monthly installments over 12 months or for as long as this agreement shall remain in effect. The Employer reserves the right to amend the non-salary benefits provided to the Employee upon notice to the Employee.

cityonahill.org

The Employee's primary responsibilities include:

JOB DESCRIPTION

These duties are subject to change with or without notice.

The Employee shall devote his/her entire contracted time, ability and attention to fulfill the responsibilities associated with being an Employee at City on a Hill Charter Public School Circuit Street. 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. All Full Time Contracted Employees are entitled to benefits described in the Employee Handbook and are subject to all policies and procedures listed therein. Employer reserves the right to make changes to benefits, policies, and procedures without or with prior notice.

The Employee shall not engage in or accept any other paid or unpaid employment or occupation during the Employment Period, 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.

Voluntary resignation from the employee's contracted role(s) specified herein, before the aforementioned contract termination date will be deemed a Breach of Contract. As a result City on a Hill has the right to classify the resignation as voluntary with ineligibility for rehire, decline to provide future references and employment verifications on the employees' behalf and deem the employee ineligible for unemployment compensation under Commonwealth of Massachusetts law.

The Employee hereby represents and warrants to the School that the execution of this agreement by the Employee, his/her employment with the School, and the performance of his/her duties hereunder will not violate any agreement with a former employer, client, or any other person.

The 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 the Employee's own benefit, any confidential information concerning the conduct of the business affairs of the Employer. The Employee acknowledges that all records, data, communications and other property of the Employer entrusted or loaned to the Employee or prepared by the Employee during the term of this agreement are the Employer's property and the Employee agrees to return any material entrusted or loaned to the Employee immediately upon termination of his/her employment.

City on a Hill Charter Public School Circuit Street

The Immigration Reform and Control Act requires employers to verify the employment eligibility and identity of new employees. The School will not be able to employ anyone who fails to comply with this requirement. In addition, City on a Hill Charter Public Schools completes background checks on behalf of all of its employees, and may not be able to employ individuals who have a criminal history or who refuse to provide the information necessary to complete this background check. The Employee will be asked to fill out I-9 and background check paperwork on his/her first day and to turn in to this paperwork to the Human Resource Office by the end of his/her first day of employment.

During the Employee's engagement, the 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 any staff of the Employer to work for another entity.

The Employee agrees that this agreement is in force from the date of signing to the last official day of **June 30, 2017**, or for as long as, in the judgment of the Employer, the Employee continues to be in good standing.

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.

This agreement may be amended or modified only by a written instrument executed by both the School and the Employee.

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.

By signing below you acknowledge that you have read this agreement in its entirety and that you understand and are in agreement with the terms and conditions set forth herein.

Please indicate your acceptance of this contract by signing and dating one copy of this letter within three (3) business days of receipt.

Respectfully,

Kennedy Hilario Executive Director City on a Hill Charter Public Schools

Agreed and Confirmed, date:_____

By:

<mark>NAME</mark>

City on a Hill Charter Public School Circuit Street

Employee Initial

ED Initial ____