

## ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

10 New Bond Street • Worcester, MA 01606

Phone: (508) 854-8400 • Administration Fax: (508) 854-8484

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Website: www.akfcs.org

### ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL DIRECT & INDIRECT INSTRUCTIONAL STAFF AGREEMENT 2016-2017 Academic Year

AGREEMENT made this 25 day of May, 2016, by and between AKFCPS, hereinafter called the "School" and [REDACTED] hereinafter called the "Faculty Member".

#### WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Term of Employment.** The School shall employ the Faculty Member for the 2016-2017 academic year, which begins on August 23, 2016 and ends on August 31, 2017, under the terms and conditions set forth below.
- 2. Duties.** During the Term of Employment, the Faculty Member shall perform, in a professional and competent manner, such duties as are required by the faculty position of **Teacher ES Technology** including those duties of a non-instructional nature which are customary with the position as well as such other tasks as may be assigned by the Executive Director or his/her designee. The Faculty Member's assigned grade and/or department may be changed during the term of this Agreement if deemed necessary by the Executive Director or his/her designees. It is understood and Faculty Member agrees to perform his/her duties in a professional and competent manner, that Faculty Member will act as a positive influence on fellow workers and students and that Faculty Member will comply with the rules, policies and procedures established by the Executive Director and the Board of Trustees relative to the conduct of the school, faculty and staff which are promulgated from time to time, including, but not limited to the Employee Handbook. Faculty Member acknowledges that in the course of his/her employment Faculty Member will have access to and become aware of confidential student/parent/school information. Faculty Member agrees to maintain such information in confidence and not to use or disclose any such information except for the legitimate business purposes of the School. The School reserves the right to modify the application of rules, policies and procedures and to revise, supplement or rescind any of its rules, policies or procedures at any time, and without advance notice.
- 3. Work Year/Hours.** Report to work date is August 23, 2016. Final work day is no later than June 30, 2017. The Faculty Member is generally required to be on the school premises during the regular school hours of 8:00 am to 3:30 pm, Monday - Friday. In addition, you will be required to attend regularly scheduled staff, department and academy meetings as instructed by the building principal as well as, provide after school academic help and any additional hours required from time to time for those emergencies, events and activities which may be reasonably expected in the normal course of a school year.
- 4. Compensation.** During the Term of Employment, the School agrees to pay the Faculty Member a bi-weekly salary of \$2,554.54 (**annualized \$66,418.12**) less all lawful withholdings and deductions, beginning 9/2/2016. The salary specified in this section 4 has been determined in consideration of documents and representations of the Faculty Member that the Faculty Member has a **Masters degree**, has completed **10 years** of creditable experience and is **Certified**.

The Faculty Member understands and agrees that the salary is earned for work performed on scheduled school days (187) as outlined in the 2016-2017 School Calendar and any payments received prior to such work being performed are an advance on salary. In the event that your employment is terminated for any reason prior to the end of the 2016-2017 academic year, such advance payments must be repaid to the school.

5. Other Benefits. Your employment category of **Direct Instructional Staff** is a **Full Time**, exempt position. In addition to the Compensation described above, the Faculty Member will be entitled to participate in all fringe benefits available as outlined in the Employee Handbook and subject to the eligibility requirements for each benefit as set forth therein and in plan documents, to the extent such benefits are not inconsistent with the provisions of this Agreement. Benefits must be elected within thirty [30] days after the Term of Employment start date. If the Faculty Member is already receiving benefits from the School, such benefits shall remain unchanged unless the Faculty Member requests modifications. To elect or modify benefits, the Faculty Member must contact Human Resources at x3631 for an appointment. The school reserves the right to revise, supplement or rescind any of its benefits at any time, without advance notice.

6. Expiration of Contract and Renewal. It is mutually agreed that the parties have no agreement, express or implied, beyond the final date of the Term of Employment. There are no restrictions on either party's right for any reason to choose to seek or refuse to seek another contract with the other party after the date of expiration of this Contract. It is expressly understood that Faculty Member evaluations do not guarantee that the School will or will not make an offer of a renewal contract.

It is further mutually understood that, should the School intend to offer a renewal contract to the Faculty Member to begin after the expiration of this contract, the School will notify the Faculty Member of this offer and provide a new agreement governing the employment relationship between the parties. If the Faculty Member is thus notified of the School's offer to execute a renewal contract, to begin after the expiration of this Contract, the Faculty Member will notify the School of the decision to accept the offer of such Contract within two weeks or such other date as stated in the renewal contract. The Faculty Member is under no obligation to accept the offer of a renewal contract. **If Certification Requirements as outlined in Paragraph 9 are not met by April 15, 2017, a renewal contract may not be offered.** The Faculty Member acknowledges that if the Faculty Member accepts this contract and thereafter wishes to terminate it, it may be difficult or impossible for the School to find a suitable replacement. Therefore, the parties agree that this contract may be terminated only by mutual consent or in accordance with Paragraph 8 below.

7. Removal and Other Disciplinary Action. The Executive Director or his/her designee may remove any Faculty Member from the Faculty Member's regular duties and/or take such other action as shall be in the Executive Directors' sole judgment in the best interest of the School or student, including but not limited to removing the Faculty Member from the School premises.

8. Termination. The School may terminate the Faculty Member's employment at any time during the Term of Employment as follows:

(kk) The Executive Director or his/her designee may terminate the Faculty Member's employment for cause at any time; provided, however, cause shall not apply if the Faculty Member is released for lack of funds, lack of work, or has no license to teach in accordance with paragraph 9 below for which purposes the Faculty Member shall be considered an employee at -will.

(ll) This Contract and the Faculty Member's employment may be terminated at any time by mutual consent of the parties. This section 8 shall survive the termination of the contract. Termination of the Faculty Member's employment shall terminate this Contract.

9. CORI check, right to work in the US, and other verifications. This Contract is contingent upon the clearance of:

a) A background check [including both Criminal Offender Record Information (CORI) check and fingerprint- based state and national background checks];

b) Verification of references;

c) Verification of state certification requirements where applicable;

d) Proof of the Faculty Member's right to work in the United States [completion of US I-9 form], which must be provided, by law, within three days of your start date

Pursuant to MGL Chapter 71 Section 89, Massachusetts Charter School Teachers must be certified and/or pass the appropriate Massachusetts Test for Educator's Licensure (MTEL) within the first year of employment.

10. Entire Agreement. This Contract contains the entire agreement and understanding between the School and the Faculty Member with respect to the subject matter contained herein. It supersedes any other agreements between the parties and it may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

By:

  
\_\_\_\_\_  
AKFCPS Executive Director

5/25/16  
\_\_\_\_\_  
Date of Execution

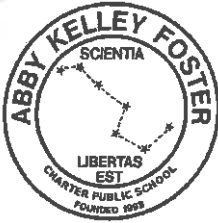
  
\_\_\_\_\_  
AKFCPS Building Principal

5/25/16  
\_\_\_\_\_  
Date of Execution

  
\_\_\_\_\_  
Employee Acknowledgement and Acceptance-  


5-25-16  
\_\_\_\_\_  
Date of Execution

This offer will remain open for fourteen (14) calendar days from the date of this agreement. Please sign the above acknowledgement and acceptance and return within fourteen (14) calendar days in a sealed envelope to your Building Principal. Please keep the other copy for your records.



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**Offer of At-Will Employment**  
**DIRECT & INDIRECT INSTRUCTIONAL STAFF**  
**2016-2017 Academic Year**

August 3, 2016

Dear Susan,

I am pleased to offer you the position of **Reading Specialist -MS** with the School for the 2016-2017 academic year, effective 8/22/2016.

If you accept this offer, you will be paid a bi-weekly salary of **\$1,575.76 (annualized \$48,770.00)** less all lawful withholdings and deductions, beginning 9/2/2016. The salary specified in this section has been determined in consideration of documents and representations made by you that you have a **Masters degree**, have completed 3 year(s) of creditable experience and are **Certified**.

**You understand and agree that the salary is earned for work performed on scheduled school days (188) as outlined in the 2016-2017 School Calendar and any payments received prior to such work being performed are an advance on salary. In the event that your employment is terminated for any reason prior to the end of the 2016-2017 academic year, such advance payments must be repaid to the school.**

Your report to work date will be August 22, 2016. Your scheduled work hours for this position will be generally 7:00 am to 2:30 pm Monday - Friday. In addition, you will be required to attend regularly scheduled staff, department and academy meetings as instructed by the building principal as well as, provide after school academic help and any additional hours required from time to time for those emergencies, events and activities which may be reasonably expected in the normal course of a school year.

Your employment category of Direct Instructional Staff is a Full Time exempt position and is eligible for benefits as outlined in the Employee Guidelines and subject to the eligibility requirements for each benefit as set forth therein and in plan documents. Benefits must be elected within thirty [30] days of your start date. If you are already receiving benefits from the School, such benefits shall remain unchanged unless you request modifications. To elect or modify benefits, contact Human Resources at x3631 for an appointment. The school reserves the right to revise, supplement or rescind any of its benefits at any time, without advance notice.

It is understood and you agree that you will perform your duties in a professional and competent manner, that you will act as a positive influence on fellow workers and students and that you will comply with the rules, policies and procedures established by the Executive Director and the Board of Trustees relative to the conduct of the school, faculty and staff which are promulgated from time to time, including, but not limited to, the Employee Guidelines. The School reserves the right to modify the application of rules, policies and procedures and to revise, supplement or rescind any of its rules, policies or procedures at any time, and without advance notice.

You acknowledge that in the course of your employment you will have access to and become aware of confidential student/parent/school information. You agree to maintain such information in confidence and not to use or disclose any such information except for the legitimate business purposes of the School.

Your employment with the School is "at will", meaning that you are not obligated to remain employed at the School for any specified period of time. Likewise, the School is not obligated to employ you for any specific period of time and the School or you may terminate your employment with or without cause, and with or without notice at any time, except as otherwise provided by law.

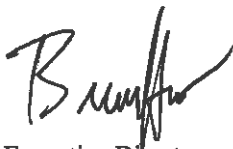
This employment offer is contingent upon the following legal verifications and clearances of:

- a) A background check [including both Criminal Offender Record Information (CORI) check and fingerprint-based state and national background checks];
- b) Verification of references;
- c) Verification of state certification requirements where applicable;
- d) Proof of your right to work in the United States [completion of US I-9 form], which must be provided, by law, within three days of your start date.


Pursuant to MGL Chapter 71 Section 89, Massachusetts Charter School Teachers must be certified or pass the appropriate Massachusetts Test for Educator's Licensure (MTEL) within the first year of employment.

This offer will remain open for fourteen (14) calendar days from the date of this letter. Please sign the acknowledgement below on one copy of this letter and return within fourteen (14) calendar days, in a sealed envelope to your Building Principal. Please keep the other copy for your records.

Sincerely,



Executive Director



Building Principal

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, have read, understand and accept employment on the terms and conditions outlined in this letter. I am not relying on any representations made to me by anyone other than as set above.

\_\_\_\_\_  
Employee Acknowledgement and Acceptance - Susan Tolson

Please return one signed copy within fourteen (14) calendar days from the date of agreement in a sealed envelope addressed to your Building Principal.

Please keep the other copy for your records.