

## Letter of Agreement

**THIS AGREEMENT** is made on \_\_\_\_\_ between [Roxbury Preparatory Charter School](#) (hereinafter, the “School”) and \_\_\_\_\_ (hereinafter, the “Employee”).

**1. Duration of Agreement.** The School agrees to employ the Employee and the Employee agrees to accept such employment, subject to the terms and conditions set forth herein, for a term commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ (subject to earlier termination as provided herein). The Employee must be available to work during the entire school year and additional days to be designated by the Principal for summer orientation, Professional Development and/or end-of-year wrap-up. The Employee must be available to work according to a schedule approved by their Manager.

**2. Position, Standards and Duties.** The Employee shall serve as a(n) \_\_\_\_\_ reporting to the \_\_\_\_\_ and their designee(s). The Employee will perform all the duties and expectations set forth in the job description (a copy of which is attached hereto) or of such other position that the Employee may be assigned in the future. The Employee recognizes that the School may modify the attached job description from time to time at their sole discretion. In addition, the Employee agrees that they will perform all the other duties that are assigned by their manager. The Employee will adhere to the policies, standards, and school-wide responsibilities set forth in the School’s Employee Handbook (hereinafter the “Handbook”) or as may be instituted or in effect from time to time.

**3. Annual Salary and Other Compensation.** The annualized base salary of the Employee will be paid at a rate of \$\_\_\_\_\_ to be paid semi-monthly, subject to all applicable payroll taxes and deductions. This annualized base salary will be prorated for any Employee

who starts after the fiscal year (July 1-June 30) has begun. The Employee will be exempt from overtime compensation under state and federal law.

4. **Benefits and Policies.** The Employee is eligible to participate in the benefits program offered through Uncommon Schools and available to all full-time employees, including health and dental benefits. These plans are subject to modification at the discretion of Uncommon Schools.
5. The Employee is eligible to receive up to \_\_\_\_\_ days of paid time off during the 2021-2022 School Year in accordance with the School policy as set forth in the Handbook or as may be instituted or in effect from time to time. Paid time off will be prorated for any Employee who starts after the school year has begun. Any unused paid time off will not carry over to the next school year.
6. **Employment Status.** The Employee's employment with the School is "at will," meaning that either the School or the Employee may terminate the employment relationship at any time, for any reason, with or without cause, and with or without notice. Any written or oral statement to the contrary by any employee or agent of the School is invalid and should not be relied upon.

Should the employee subsequently resign prior to the first day of August orientation for the 2021-2022 academic year, the Employee is not entitled to be compensated for any portion of the 2021-2022 academic year. The Employee will be expected to return to the School any unearned payments.

7. **Confidentiality and Intellectual Property.** It is understood that in order for the Employee to perform their job duties, it may be necessary for the School to divulge to the Employee confidential and proprietary information of the School. The Employee agrees that they will not divulge any such confidential and/or proprietary information (as defined in the School's

Employee Handbook) to anyone outside the School at any time whether or not they are in the employ of the School, except as may otherwise be required in connection with the operations of the School and with prior written approval or as required by law.

The Employee also agrees that any content, materials, developments, discoveries and/or inventions, made by the Employee, alone or with others, related to their employment and/or by use of School resources or facilities, shall be owned by the School. The Employee and School agree that any content, materials, developments, discoveries and/or inventions made by the Employee in connection with an Uncommon Working Group, shall be owned by Uncommon Schools, Inc., subject to a perpetual, royalty free license for the School to use such materials internally. The Employee further agrees that upon the conclusion of their employment with the School, they will return to the School and will not retain any content or material that they were provided by the School or Uncommon or that they created during the course of their employment by the School.

8. **Background Check, Accurate Representation and Certification.** This offer of employment is contingent upon the clearance of the Employee's background check, including a criminal history background check (CORI, reference M.G.L. c. 6, §§ 167-178B), prior to the first day of employment. This offer will be revoked if the results of the background investigation are unsatisfactory, based on the requirements established by the Massachusetts Department of Elementary and Secondary Education and/or state law. The employee acknowledges the accuracy and truthful representation of their academic and professional credentials and certificates to the School.

For roles that require certification, with regard to credentials and certification, the Employee attests that all information in their job application regarding education, including graduate degree(s), and/or existing certifications is accurate. Employee also agrees that they will seek the required MA certification for their specific subject, grade span and/or student population and on a timeline determined by the Principal or the Director of

Operations. Completing all certification requirements of the state of Massachusetts within the first year of employment is an express condition of employment.

For roles that require certification, it is further an express condition of employment that Employee has graduated from their college/university with a cumulative grade point average of **2.5** or higher. Alternatively, if an offer of employment is made before the Employee has officially been awarded their college/university degree, employment is expressly conditioned on Employee demonstrating that they graduated with a cumulative grade point average of **2.5** or higher. Satisfactory proof of such graduation status and grade point average is a condition of employment.

- 9. Miscellaneous.** This agreement is entered into and shall be governed by the laws of the State of Massachusetts. This agreement shall constitute the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, written or oral, between the parties with respect to such subject matter and may only be altered, changed, added to, deleted from or modified 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. The School reserves the right to modify the terms and conditions of employment at any time, with or without notice.

A signature below indicates that all terms of the agreement are acceptable.

**Roxbury Preparatory Charter School**

**EMPLOYER:**

By:

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Date

**EMPLOYEE:**

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Date