Letter of Intent to Teach

This Letter of Intent, entered into by and between the Principal as the duly authorized agent of the Clemson University Youth Learning Institute and Tall Pines STEM Academy Charter Middle School, a not-for-profit corporation in the state of South Carolina ("the School"), and **First-Name Last-Name** (“the Educator").

WHEREAS, the School and the Educator ("the Parties") desire to enter into an agreement for at-will employment under the terms of which the School employs the Educator for the school year specified below NOW, THEREFORE, the parties hereto mutually promise, covenant and agree as follows:

1. **EMPLOYMENT** – Unless the Educator’s at-will employment is terminated by either party, the School hereby agrees to employ the Educator for the 2023-2024 school year, with duties commencing on July 1 and concluding on June 30. This is a full-time, Time Limited Position (TLP), that is exempt under the requirements of the Fair Labor Standards Act.
2. **DUTIES** - The Educator shall be assigned the position of **Teacher**. The Educator’s assignment is subject to the discretion of the Principal and the needs of the School and may be changed by the Principal at any time. The Educator shall perform those duties which are customarily performed by those in similar positions in schools and other duties as specifically discussed with the Principal, those being primarily to teach, coach, counsel, supervise, and care about the students, work in partnership with parents, advocate and promote the school, work collegially with administrators and fellow teachers, and grow professionally. The Educator acknowledges that the position specified is a full-time occupation. The Educator shall serve in Educator’s assignment at the direction of the school’s principal. The Educator shall faithfully discharge the duties and requirements imposed on the Educator by the Principal and by federal and South Carolina laws and regulations. The Educator is subject to the School’s charter agreement, the School’s staff handbook, and the School’s policies and procedures. Additionally, the Educator may be required by the School’s Principal to perform additional duties directly or indirectly related to the Educator’s assignment, including carline duty, planning and participating in school events and extracurricular activities, and planning and participating in staff development activities.
3. **COMPLIANCE WITH REGULATIONS** - The Educator agrees to support the mission and philosophy of the School and to perform the duties in a professional manner and in compliance with any rules, regulations and requirements established by the School, as set forth in the staff Handbook. The Educator acknowledges that the school's rules, regulations, and requirements may be amended and modified by the School at any time during the term of this Letter of Intent to Teach.
4. **SALARY** - In consideration for the Educator's services for the term stated above, the School agrees to pay the Educator the sum of **$ 00,000.00**, payable in 24 equal installments. The semi-monthly installments will be paid on the 15th and last day of the month via direct deposit. All compensation paid by the School is subject to applicable payroll taxes and withholdings in accordance with federal, state and local laws and those voluntarily requested in compliance with the policies of the Board of Directors.
5. **BENEFITS** - This Teacher position is a full-time, Time Limited Position (TLP), benefits-eligible position. The position is eligible for annual leave, sick leave and other leave benefits as explained more fully in Attachment A, Office of Human Resources - Position Type Guidance for Faculty and Staff. This Teacher position is also eligible for 13 total holidays per year and will follow the [Aiken County Academic Calendar](https://www.acpsd.net/cms/lib/SC02209457/Centricity/Domain/4/2023-2024%20ACPSD%20Modified%20Calendar%20Updated%2011%2015%202022.pdf). All leave requests must be submitted through [Kronos](https://clemson.kronos.net/wfc/logon) and approved by Principal. Educators are required to submit leave requests for all time they are not actively working.
6. **EARLY** **TERMINATION** - The Educator’s employment with the School is at-will. The School and/or the Educator have/has the option to terminate this Letter of Intent to Teach without cause, in advance of June 1, 2023 (date), effective immediately upon written notice of such termination to the Educator, or by the Educator to the School. This Letter of Intent to Teach shall terminate immediately, without notice, upon the death of the employee.
7. **LOSS OF FUNDING** - This position is funded by a grant or other temporary funding mechanism. As a result, the position is subject to such funding mechanism being available. Any loss or reduction in the School’s anticipated or appropriated federal, state, or other funding may, at the recommendation of the School’s Principal and discretion of the School’s Board of Directors, result in an employee furlough, reduction of salary, or termination of employment.
8. **NON-RENEWAL** - It is expressly understood and agreed by and between the Parties to this Letter of Intent to Teach that neither the Educator nor the School owes any obligation or service(s) to the other after the terminal date of this one-year Letter of Intent to Teach or if the Letter of Intent to Teach is otherwise terminated early by either Party.
9. **PERSONAL LEAVE** – Personal Leave is approved only in special circumstances during the school year, when students are at school. It is expected that Educator will plan for personal activities when it does not interfere with the school calendar. All leave requests must be submitted through [Kronos](https://clemson.kronos.net/wfc/logon) and approved by Principal.
10. **ADMINISTRATIVE LEAVE** - At any time during the term of this Agreement if the Principal deems it to be in the best interest of the School, the Principal may place the Educator on administrative leave with full pay and benefits. Such administrative leave shall continue until the Principal decides otherwise.
11. **AMENDMENT** - Any amendment to this Agreement shall be in writing and signed by the Educator and the School’s Principal or his/her authorized designee.
12. **BACKGROUND** **CHECK** - The Educator’s at-will employment is subject to a criminal record history check with the South Carolina Law Enforcement Division and a background check with the National Sex Offender Registry.
13. **GOVERNING** **LAW** - South Carolina law governs this Agreement.
14. **VENUE** - In the event of a legal dispute related to this Agreement, the School and the Educator agree that venue shall be the State of South Carolina, County of Aiken.
15. **SEVERABILITY** - If a court declares part of this Agreement unenforceable, the remainder of this Agreement is unaffected and enforceable.
16. **NO** **WAIVER** - A party’s delay in exercising a right under this Agreement does not constitute a waiver of that right.
17. **NO ASSIGNMENT OR DELEGRATION** - The Educator shall not assign rights or delegate duties under this Agreement.
18. **RETURN OF PROPERTY** - Upon the termination of Educator’s employment by either party, the Educator shall turn over to the Principal all school property, keys, passwords, equipment, laptop computer, records, and information.
19. **ACCEPTANCE OF ASSIGNMENT** - This Letter of Intent to Teach must be returned, signed by Educator, by May 13, 2023, or the offer of the Letter of Intent to Teach contained herein is automatically revoked. The School further reserves the right to revoke the Offer at any time prior to acceptance by the Educator.

Tall Pines STEM Academy Charter Middle School

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 Principal

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 Educator