**LETTER OF AGREEMENT**

**2023-2024**

1. **Employment Term**

Boston Collegiate Charter School (the “School”) agrees to employ xxxx (the “Employee”), and the Employee agrees to accept such employment, subject to the terms and conditions set forth herein, for a term commencing August 1, 2023, and expiring on July 31, 2024, subject to earlier termination as provided herein (the “Agreement Term”).

1. **Positions and Duties**

The Employee shall serve as the **xxxx** reporting to the **xxxx School Principal**.

The Employee’s duties shall consist of:

1. providing exemplary leadership to all members of the school’s community in establishing a positive, structured, achievement-oriented, inclusive, and creative school culture and in achieving the school’s mission of preparing each student for college;
2. coordinating community building, including but not limited to assemblies, events, and other activities and routines;
3. managing the school’s discipline policies, and keep accurate discipline records;
4. managing the School classroom paraprofessionals;
5. serving as the point person for all behavioral concerns, and assist teachers, students, and families in the effective creation and implementation of individual behavior plans;
6. observing classes to give teachers feedback on classroom culture and restorative practices;
7. coaching teachers to improve their instructional practice, especially as it relates to issues of relationships with students, classroom management, and school culture;
8. leading the Schoolrestorative justice practices, ensuring that the community does not react punitively to behaviors but rather, works to repair the harm caused by the behaviors; collaborating closely with the Principal and the Restorative Justice Coordinator to best design, prepare for and co-facilitate circles of support, conflict/mediation, re-entry, and encouragement for and with students;
9. collaborating closely with the Principal, Deans, CAO, Director of DEI, and Restorative Justice Coordinator to help foster a stronger sense of belonging for all stakeholders in the School ;
10. leading staff efforts and working with students and families to ensure excellent attendance for all students;
11. routinely communicating with families regarding truancy concerns; creating plans to eliminate excessive absences and chronic lateness; and
12. serving as point person for all students and families regarding academic and behavioral performance and progress;
13. attending and/or chaperoning afterschool and evening events;
14. participating in lunch coverage, hallway transitions, and/or student arrival and departure for a minimum of 2 hours per week; and
15. other such duties as the Principal may request commensurate with the Employee’s position.

The Employee shall devote their entire working time and attention exclusively to the performance of their duties hereunder. With the promotion of student achievement in mind, the Employee agrees to perform all of their duties diligently, enthusiastically, and to the best of their ability in accordance with the guidelines and procedures listed in the School’s Student Handbook or other School publications.

1. **Availability and Outside Employment**

The Employee must be available to work during the entire Agreement Term (“the Employment Year”). The Employee is expected to be at the School for the entire school day, including reasonable time before and after school, and to participate in other non-classroom duties, activities, and meetings as required.

1. **Compensation**
	1. Base Salary
	The School shall pay the Employee a rate of **xxxx** per pay period, paid on a semi-monthly basis, annualized to a base salary (“Base Salary”) of **xxxx** per year, less all applicable taxes and withholdings, payable in accordance with the School’s normal payroll practices. This position is on the **Non-Instructional Scale** in the **xxxx** **Lane at Level x** and is a **Full Time, 1.0 FTE,** Regular, Exempt position for purposes of federal wage-hour law.
	2. Benefits
	The Employee may be eligible to participate in the benefits program available to all regular full-time employees, including retirement, health, dental, life, and disability insurance benefits, subject to the eligibility requirements and the terms and conditions of the benefit plans. If the Employee chooses to participate in the retirement, health, dental, and/or voluntary life and disability insurance benefits plans, they will be responsible for payment of the Employee’s share of the premiums, which shall be deducted automatically from their semi-monthly salary payments. The School reserves the right to change employee benefits at any time at the School’s choosing.
	3. Holidays and Vacation
	The Employee is entitled to be paid their Base Salary for all days on which the School closes during the school year in observance of holidays, and during winter and spring academic vacation breaks. In addition, the Employee is entitled to fifteen (15) days of paid vacation, 5 of which may be taken in a “floating” manner (anytime from August 1, 2023 - July 31, 2024) and 10 of which must be taken beginning 5 days after the end of the school year for students in spring/summer 2024 and prior to August 1, 2024. Further details are provided in the Employee Handbook.
	4. Paid Time Off
	At the beginning of the Agreement Term and any subsequent Renewal Term, as the term is defined in Section 8 of this Agreement, the Employee will be credited with **Seventy Two (72)** hours of paid time off (“PTO”), which can be used for personal leave or sick leave (“PTO Bank”). Further details are provided in the Employee Handbook.
2. **Confidentiality**

The Employee acknowledges that their employment by the School may provide them with information that is confidential, including but not limited to student records (“Confidential Information”), and that disclosure of any Confidential Information would cause irreparable harm to the School and its students. The Employee agrees not to communicate, divulge, or disclose to any other person, firm, or entity or use for their own benefit or purposes any Confidential Information, except as required by law or court order or expressly authorized in writing by the School.

The covenant contained in the paragraph above shall survive the expiration or termination of this Agreement.

1. **Indemnification**

To the extent legally permissible, the School shall indemnify the Employee against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by the Employee in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which they may be involved or with which they may be threatened while in office or thereafter, by reason of the Employee’s employment, except with respect to any matter as to which the Employee shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that their action was in the best interests of the School; provided, however, that as to any matter disposed of by a compromise payment by the Employee, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interest of the School, after notice to the Board of Trustees that such compromise involves indemnification by a majority of the disinterested Trustees then serving on the Board of Trustees of the School, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that the Employee appears to have acted in good faith in the reasonable belief that their action was in the best interest of the School.

1. **Curriculum and Instructional Materials**

The Employee acknowledges that any curriculum and instructional materials developed by the Employee for use in the performance of their duties may also be used by the School for its own institutional purposes and, consistent with its legislative charter, shared with other institutions for use within the field of education.

1. **Renewal and Termination**
	1. Renewals
	The School and the Employee may opt to renew this Letter of Agreement. Each renewal of the Letter of Agreement will commence on August 1st and expire on July 31st of the following year (“Renewal Term”). The School will notify the Employee of its decision to renew or decline renewal by May 15th of the current Agreement Term. The Employee’s Base Salary for each Renewal Term may be subject to increases based upon cost of living adjustments and other factors to be determined by the Principals, Chief Academic Officer, and Executive Director.
	2. Termination without Notice for Cause
	Employment at the School is on an “Employment-At-Will” basis. Where the Principals, Chief Academic Officer, or Executive Director determines there has been misconduct by the Employee or the Employee’s unsatisfactory performance, work habits, conduct, or demeanor, as determined by the School, the School may terminate employment at any time. Termination will be effective upon notice to the Employee. For purposes of this Agreement, misconduct is defined as: theft or destruction of school property; use of illegal substances or the unauthorized consumption of alcohol on school premises or during working hours; acts of sexual or racial harassment or any violent or abusive conduct toward a student or school employee; acts of forgery or plagiarism; conduct in violation of the practices, policies, and/or procedures identified in the Employee Handbook or otherwise written or verbally disseminated via training, orientation, and/or professional development sessions; other conduct which the Principals, Chief Academic Officer, or Executive Director determines to constitute behavior that is not in the best interests of the students, families, or other School employees; and any other conduct the Principals, Chief Academic Officer, or Executive Director determines is detrimental to the School. The School reserves the right to exercise discretion to judge unsatisfactory conduct, performance, and/or behavior based on violations of the employee conduct provisions in the Employee Handbook, any other school policies, rules, or regulations (whether written or communicated verbally through training, orientation, and/or professional development sessions), or for any other reason. Termination will be effective immediately upon notice to the Employee. If this agreement is terminated because of employee misconduct, the School will pay the Employee a prorated amount based on the Employee’s base salary for all time worked.
	3. Termination with Notice without Cause
	Employment at the School is on an “Employment-At-Will” basis. The School reserves the right to terminate employment at any time during the Agreement Term for any reason, providing the Employee is furnished with one (1) month’s written notice, except during the first 90 school days of the Agreement Term. The Employee may resign their employment without breach of this Agreement by submitting written notice to the Supervisor no less than one (1) month prior to the Employee’s effective date of resignation.
	4. Abandonment
	If the Employee is absent from School for three (3) or more school days without first informing their Supervisor of the need for leave and obtaining their permission, the Employee will be considered to have abandoned their position and to have breached this Agreement. If this Agreement is terminated because of Employee abandonment, the School will pay the Employee a prorated amount based on the Employee’s base salary for all time worked.

The Employee represents that they are not bound by any prior agreements which prevent them from entering into this Agreement or carrying out their duties in any way inconsistent with the terms herein.

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. Nothing in this Agreement should be considered a contract of continued terms of employment.

**Please indicate your agreement to the foregoing by signing this letter in the space provided below.**

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XXXX School Principal

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