**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 a **xxxx** reporting to the xxxxx **Principal**.

The Employee’s duties shall consist of:

1. Teaching xxxxclasses;
2. teaching and/or providing Focus period coverage up to 24 periods per week (when a schedule has a total of 34 periods per week) or up to 25 periods per week (when a schedule has a total of 35 periods per week), with exact assignments to be determined based on the discretion of the Principal, including providing substitute coverage for the number of periods per week necessary to bring the total number of periods teaching and/or providing flex period coverage up to 24 or 25, should the assigned responsibilities fall below 24 or 25 periods;
3. serving as an Advisor to students or in another commensurate role;
4. providing at least two hours of tutoring to students per week with exact assignments to be agreed upon with the Principal;
5. supporting before- or after-school programming equivalent to one quarter of the school year *(applicable only to returning staff)*;
6. participating in lunch coverage, testing coverage, hallway transitions, and student arrival and departure;
7. providing substitute coverage one period per quarter;
8. attending and/or chaperoning afterschool and evening events;
9. meeting and speaking with families regarding their children’s academic and behavioral performance and progress;
10. ensuring modifications and accommodations are facilitated as required and that lesson plans are accessible to all learners, working with your co-teacher (if applicable) to do so;
11. with your co-teacher and/or Student Support Team liaison, supporting the writing of IEP goals, benchmarks, progress monitoring, and data collection within the time allotted for compliance;
12. engaging in school-based professional development activities directed toward improved teacher practice, student achievement, diversity, equity and inclusion, and school improvement; and
13. other such duties as the Principal may from time to time 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**

During the Agreement Term, the Employee must be available to work during the entire school year. “Entire school year” refers to 180 days in which all grades are in session, dates determined annually. Should school be canceled for any reason (such as snow), the employee will be required to make up the school days up to 185. In addition, the Employee must be available to work up to five (5) professional development days during the school year. The Employee must also be available to work an additional period consisting of up to thirteen (13) weekdays immediately prior to the start of the school year and up to three (3) weekdays immediately following the end of the school year (“the Employment Year”). The Employee is expected to be at the School for the entire school day, including reasonable time before and after school, 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 **xxx** per pay period, paid on a semi-monthly basis, annualized to a base salary (“Base Salary”) of xxxxper year, less all applicable taxes and withholdings, payable in accordance with the School’s normal payroll practices. This position is on the **Instructional Scale** in the xxx **Lane** at **Year 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.

* 1. 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.
	2. 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.
1. **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 during First 90 Days of Employment

The Employee is considered a probationary employee during the first 90 days of employment. The School may terminate the Employee’s employment without written notice for any reason during the first 90 days of the Employee’s employment with the school.

* 1. 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.
	2. 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.
	3. 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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**Employee**