



**BOSTON COLLEGIATE
CHARTER SCHOOL**

**LETTER OF AGREEMENT
2024-2025**

1. Agreement Term

Boston Collegiate Charter School (“Boston Collegiate” or the “School”) agrees to employ **XXX** (the “Employee”) and the Employee agrees to accept such employment, subject to the terms and conditions set forth herein, for a term commencing October 1, 2024, and expiring on September 30, 2025 (“Employment Year”), subject to earlier termination as provided herein.

2. Position and Duties

The Employee shall serve as the Executive Director reporting to the Board of Trustees of Boston Collegiate (“the Trustees”). The Employee’s duties shall consist of ensuring excellence at Boston Collegiate as outlined in the Executive Director job description and specifically within the following domains: *Management & Operations; Strategic Vision & Leadership; Family & Community Engagement; Instructional Leadership; External Advocacy & Partnership; and School Culture.*

In addition, Boston Collegiate has a distinct institutional interest in having its Executive Director provide services to the mission-affiliated entity, the Boston Collegiate Foundation, to ensure that it continues to provide effective support to Boston Collegiate. In addition, the Executive Director is charged with external relations including direct interaction with Boston Collegiate funders and other affiliates related to Boston area charter schools in general and Boston Collegiate specifically.

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

3. Availability and Outside Employment:

During the Agreement Term, the Employee must be available to work during the entire employment year. The Employee is expected to be at the School or engaged in work activity for the entire school day, including reasonable time before and after school, and to participate in other duties, activities, and meetings as required.

4. Compensation

a. 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 **XXX** per year, less all applicable taxes and withholdings, payable in accordance with the School’s normal payroll practices. This position is a Full Time (1.0 FTE), Regular, Exempt position for purposes of federal wage-hour law.

b. Bonus

The Employee is eligible to receive a performance bonus of up to ten (10) percent of her salary, less applicable taxes and withholdings, payable in accordance with the School’s normal payroll practices, payable in the September 30, 2025 payroll. The bonus amount is determined by the Board at the time of the Employee’s annual review.

c. 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, life, and/or disability insurance benefits plans, she/he will be responsible for payment of the Employee’s share of the premiums, which shall be deducted automatically from her semi-monthly salary payments. The School reserves the right to change employee benefits at any time at the School’s choosing.

d. Holidays and Vacation

The Employee is entitled to be paid her 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, and the week of July 4th. 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, 2024 - July 31, 2025) and 10 of which must be taken beginning 5 days after the end of the school year for students in spring/summer 2025 and prior to August 1, 2025. Further details are provided in the Employee Handbook.

e. 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.

f. Reimbursement of Expenses

The Employee will be reimbursed only for reasonable expenses incurred in the performance of her duties.

5. Confidentiality

- a. The Employee acknowledges that her employment by the School may provide her with information that is confidential, including but not limited 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 her own benefit or purposes any Confidential Information, except as required by law or court order or expressly authorized in writing by the School.
- b. The covenant contained in paragraph a) above shall survive the expiration or termination of this Agreement.

6. School-Oriented Materials

The Employee acknowledges that any materials developed by the Employee for use in the performance of her 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.

7. Renewal and Termination

a. Renewals

The School and the Employee may opt to renew this Letter of Agreement. Each renewal of the Letter of Agreement will commence on October 1st and expire on September 30th of the following year (“Renewal Term”). The School will notify the Employee of its decision to renew or decline renewal by July 15th of the current Employment Term. The Employee’s Base Salary for each Renewal Term may be eligible for increases based upon cost of living adjustments and other factors to be determined by the Trustees.

b. Termination without Notice for Cause

Employment at the School is on an “Employment-At-Will” basis. Where the Trustees determine 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. 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 Trustees determine to constitute behavior that is not in the best interests of the students, families, or other School employees; and any other conduct the Trustees determine 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.

c. 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 Employment Term for any reason, providing the Employee is furnished with one (1) month's written notice. The Employee may resign her employment without breach of this Agreement by submitting written notice to the Trustees no less than one (1) month prior to the Employee's effective date of resignation.

d. Abandonment

If the Employee is absent from School for three (3) or more school days without first informing the Trustees of the need for leave and obtaining her permission, the Employee will be considered to have abandoned her 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 she is not bound by any prior agreements which prevents her from entering into this Agreement or carrying out her 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.

XXX
Boston Collegiate Board of Trustees, Chair

XXX
Executive Director