

EMPLOYMENT AGREEMENT

This agreement (hereinafter the "Agreement") is entered into by and between [REDACTED] (hereinafter the "Employee"), presently residing at [REDACTED] and the Helen Y. Davis Leadership Academy Charter Public School (hereinafter the "Academy"), organized pursuant to Massachusetts General Laws c. 71, § 89.

WHEREAS, the Academy is a public educational institution located at 23 Leonard Street, Boston, Massachusetts;

WHEREAS, the Academy having as its charter and mission the education of middle school students in Boston, Massachusetts;

WHEREAS, the parties negotiated the following terms and conditions of the Agreement in good faith; and

WHEREAS, the Parties desire to enter into a one year employment contract, with the Employer's option of extending and amending the terms and conditions of the Agreement after year one upon review of the Employees performance;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements hereinafter set forth, and for all other good and valuable consideration, the receipt of which are hereby acknowledged by the Parties, the Parties hereby agree to the following:

1. Terms of Employment

Unless otherwise terminated under the provisions of Section 7, the Employee shall be a probationary employee of the Academy for the academic school year of 2017/2018 (hereinafter the "Term"). The Term shall be retroactive to the date of the Employee's appointment of Acting Interim Executive Director, July 14, 2017 (hereinafter the "Effective Date") and shall automatically expire on June 30, 2018. This Agreement may be renewed or extended only upon written agreement by the parties based on the Employer's evaluation of the Employee's performance, fulfillment of his duties and responsibilities, and successful achievement of mutually agreed upon goals and objectives.

Failure of the Board of Trustees (hereinafter, the "Board") to enter into a renewal Agreement with the Employee shall, in the absence of actual notice, be treated as explicit notice that this Agreement shall not be renewed or extended.

2. Duties and Responsibilities

2.1 The Employee, in his current title as Interim Executive Director of the Academy, shall be subject to the direction and supervision of the Academy's Chair, and act in accordance with the position description attached hereto and by reference incorporated herein as Exhibit A. In this capacity, the Employee shall at all times faithfully, industriously, and with maximum use of experience, ability and talent, perform on a timely and effective basis all duties that may be required of the Interim Executive Director, which include, but are not limited to:

- a. Exercising overall supervisory and managerial responsibility for the Academy's employee's, programs, and activities;
- b. Being accountable for all personnel decisions within the Academy with respect to its operations, subject to the Academy's review, including but not necessarily limited: assessing staffing needs; recruiting, selecting, orienting, training, developing, disciplining and terminating Academy employee's; developing employee salary scales, developing sound and defensible personnel policies and position descriptions; and maintaining personnel files;
- c. Keeping the Academy abreast of significant developments in programs, personnel management and other operational and administrative activities as they relate to the interests and mission of the Academy;
- d. Complying with any and all other duties, obligations, policies, and codes of conduct that are, ore may in the future be, set forth in the Academy's by-laws, the Academy's Charter; the Employee's job description, or any and all other duties, obligations, policies, and codes of conduct that are or in the future may be established by the Academy or prescribed by the Commonwealth of Massachusetts in its statutes or regulations;
- e. Representing the Academy on external matters, as necessary and appropriate;
- f. Supervising the maintenance of the Academy's physical plant;
- g. Managing all business and financial affairs and fundraising activities for the Academy, including the development of budgets and other financial reports as directed by the Academy;
- h. Providing and assuring proper representation of the Academy and the Academy of Trustees to the community, governmental entities, businesses, foundations, organizations, and potential donors; and

- i. Serving as an ex-officio, non-voting member of the Academy.

2.2 The Employee Shall Not:

- a. During the Term of this Agreement, engage in any activity that may, in the good faith judgment of the Board, bring the Academy into disrepute or harm the goodwill or image of the Academy.
- b. At any time, except in the proper performance of his duties or pursuant to an order issued by competent authority, use, disclose or make available to any person any "Confidential Information." Confidential Information shall include all information that the Employee or the Academy has a legal or ethical obligation not to disclose, or designated by the Board as confidential, including but not necessarily limited to the following records and information, either in written or electronic form: academic, medical, social, financial records and information; records of applicants, students, and their families; academic records; personnel records of Academy employees; and information regarding the business, financial, or strategic plans of the Academy. The Employee shall during the Term of this Agreement use best efforts to safeguard and prevent disclosure of any such Confidential Information.
- c. Engage in any other activity that may be in direct conflict with the interest, purpose, or mission of the Academy, without the expressed approval of the Board.

2.3 The Employee shall devote substantially all of his time, attention, and energies to the duties of the Interim Executive Director position. He may, without the further permission of the Academy or the Board, participate in professional activities so long as such activities do not interfere with, conflict with, or in any way hinder the Employee's ability to perform his obligations under this Agreement.

2.4 The Employee represents and warrants to the Academy that he is under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with his obligations under this Agreement. The Employee further represents and warrants that he has returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant educational industry.

3. Performance Evaluation

The Board and the Employee shall work collaboratively in developing sound goals and objectives as well as measures for evaluating the performance of the Employee for the Term.

4. Compensation and Benefits

4.1 Salary: In recognition of the Employee's past contributions, and as a gesture of good will, for the Term the Academy shall pay the Employee for all services rendered prorated at an annual salary of one hundred and thirty-five thousand dollars and no cents (\$135,000.00). Salary shall be payable on a semi-monthly basis. All such compensation shall be subject to the customary withholding tax, social security tax and other employment taxes, as may be required by the Commonwealth of Massachusetts and the United States of America.

4.2 Insurance: The Employee shall be provided family health insurance coverage under such plan as the Academy may adopt for its employees, at its sole discretion. The Board agrees that this benefit shall extend into the Employee's retirement and until the Employee's death, unless the Employee is terminated for cause. The Employee's work separation due to a *bona fide* disabling condition shall not disqualify him from receiving this post-employment benefit.

The Academy shall contribute 20% toward the cost of providing the same medical insurance for the Employee and his immediate family as the Academy provides for its professional employees: Major Medical/Hospitalization; Dental Care; Prescription Plan; Vision Care; and Health Insurance Coverage.

4.3 Job-Related Expenses

a. Expense Reimbursement: The Academy shall reimburse the Employee for reasonable documented job-related expenses, including, but not limited to, travel costs and meals incurred when traveling on business or in attendance at places outside of the Academy. Reimbursement for mileage will be at the prevailing IRS rate.

b. Cellular Telephone: The Academy shall provide the Employee with a cellular telephone and shall pay the monthly charges for business use.

c. Technology: The Academy shall provide the Employee with the technological equipment as it deems necessary and appropriate for his to perform his responsibilities as Interim Executive Director.

d. Indemnification: The Academy shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Employee in the legitimate performance and scope of his duties while acting as an agent and/or employee in his capacity as Interim Executive Director for the Academy.

4.3 Vacation Leave and Personal Time: The Employee shall be entitled to three weeks (15 days) of paid annual vacation leave for the Term. The Employee shall be allowed to carry over up to ten (10) unused days of vacation leave to the next school year should the Agreement be extended. During his employment, the Employee may elect to receive payment of up to fifteen (15) days of unused vacation leave. The Employee shall also be granted four (4) days of personal leave for the Term.

4.6 Holidays: The Employee shall receive the following paid holidays per year: New Year's day, Martin Luther King, Jr. Day, Patriot's Day, President's Day, Good Friday, Veteran's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday after Thanksgiving and the Friday and Christmas Day.

4.7 Sick Leave: As of the Effective date, the Employee shall be entitled to ten (10) sick days per year.

4.8 Other Income and Intellectual Property: Intellectual property developed by the Employee and any other person employed by the Academy during the Term shall be solely owned by the Academy (hereinafter the "Academy Owned Intellectual Property").

4.9 Massachusetts Teacher Retirement System: If eligible, the Employee may contribute to the Massachusetts Teacher Retirement System ("MTRS").

5. Termination

Notwithstanding any provisions in this Agreement to the contrary, this Agreement and the Employee's employment at the Academy may be terminated at any time, without advance notice at the Academy's sole discretion, for the following reasons:

5.1 For Cause: Upon a majority vote of the Academy's Board, the Academy may terminate the Employee's employment for cause in the event that the Board determines that actions of the Employee are contrary to the interests and mission of the Academy. In the event that the Academy terminates the Employee for cause, all of the Academy's obligations under this Agreement, with the exception of those obligations imposed by law, shall immediately cease.

5.2 Resignation by the Employee: The Employee may resign his employment with the Academy for any reason upon no less than ninety (90) days prior written notice under the provisions set forth in paragraph 8 of this Agreement. If the Employee resigns his employment, all of the Academy's obligations under this Agreement shall cease immediately. Upon submitting such notice, the Employee agrees to assist the Academy in the recruitment, hiring, selection and training of his replacement in addition to continuing to perform the duties of his position as set forth in his position description

(Exhibit A) and elsewhere in the herein Agreement. It is expressly agreed that the Academy shall not be obligated to make any severance payment to the Employee.

5.3 Severance Payments: If the Academy terminates the Employee's employment for reasons other than cause pursuant to paragraph 5.1 above, the parties agree that the Employee will receive as severance thirty (30) days of the Employee's current salary, minus all legally required federal, state and/or local withholdings and authorized deductions, and subject to a general release of claims against the Academy, its Board, managers, employees, agents, and assigns.

5.4 Cessation of Operation: This Agreement will terminate with immediate effect upon cessation of the Academy's operation for any reason, without further recourse to the Employee.

6. Disputes

6.1 Arbitration: Any dispute under or in connection with this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules promulgated by a recognized arbitration organization, including without limitation, the American Arbitration Association or ENDISPUTE.

6.2 Fees, Costs, and Expenses: All fees, costs, and expenses incurred by each party in such arbitration, including without limitation, the arbitrator's fees, attorney fees, and costs associated with preparing for and conducting the arbitration, shall be borne by each party unless otherwise ordered by the arbitrator.

6.3 Non-Waiver of Claims: Nothing in this Agreement prevents the Employee from filing, cooperating with, or participating in any proceeding as permitted by law, including any federal or state or federal Employment Practices Agency (except that you acknowledge that you will not be entitled to any recovery of monetary benefits in connection with any such claim, charge, or proceeding).

7. Indemnification

The Academy shall indemnify, hold harmless, and defend the Employee against any claims brought against the Employee arising out of and within the scope of the Employee's job duties to the full extent allowed by law. The Academy shall not indemnify or hold harmless the Employee for any claim involving deliberate or willful, malicious, reckless or gross misconduct or conduct beyond the scope of his duties.

8. Notice

8.1 The parties agree that any notice or other information required or authorized by this Agreement shall be in writing and delivered by certified mail, postage prepaid, sent through the United States Postal Service or by a recognized overnight delivery service, and addressed as follows:

- a. To the Employee: Christopher Coblyn
2 Cityview Lane
Apartment 205
Quincy, Massachusetts 02169

- b. To the Academy: Hon. Kevin A. Tarpley, I
c/o Helen Y. Davis Leadership Academy Charter
School
15 Hamlet Street
Somerville, Massachusetts 02143

8.2 Notification addresses may be only changed with written notice to the other sent five (5) business days beforehand.

9. Assignment

9.1 This Agreement is the Employee's personal undertaking and the Employee may not transfer or assign any of his rights or delegate any of his duties hereunder.

9.2 The rights and obligations of the Academy under this Agreement include, but not necessarily limited to, the following:

- a. Upon any assignment, the assignment shall inure to the benefit of and be binding upon its assigns;

- b. Upon any merger, consolidation, or reorganization involving the Academy, its obligations to the Employee shall be assumed by the successor entity; and

- c. In the event the Academy ceases its operations entirely, its obligations to the Employee shall terminate immediately

10. Miscellaneous Provisions

10.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements and undertakings concerning same. This Agreement may be amended only by written instrument duly executed by both Parties.

10.2 Waiver: No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the violations or breaches thereof which may occur.

10.3 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall in no way affect any other provision hereof.

10.4 Applicable Law: This Agreement shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions. For purposes of this Agreement, the only courts of competent jurisdiction are the state and federal courts located in Massachusetts.

11. Ratification

This Agreement shall not be effective or binding on the Academy until ratified by the Academy's Board.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS IN AGREEMENT ON THIS 13 day of FEBRUARY, 2018.

EMPLOYER:

Helen Y. Davis Leadership Academy Charter Public School



AGREED TO AND ACCEPTED BY

EMPLOYEE:

