



January 30, 2018

Nnenna Ude

Dear Nnenna:

On behalf of Match Charter Public School (the "School"), I am pleased to offer you employment with the School. The terms and conditions of your employment are set forth below.

- 1. Position.** Your position with the School will be Executive Director. This is a full-time exempt position. Attached is a description of the responsibilities of this position.
- 2. Start Date.** Your employment will begin on December 6, 2017
- 3. Compensation.** The School will pay you a salary at the rate of \$140,000 per year, payable on a semi-monthly basis in accordance with the School's standard payroll schedule and subject to applicable deductions and withholdings. This salary will be subject to periodic review and adjustments at the School's discretion.
- 4. Benefits.** Subject to applicable eligibility requirements, you will be permitted to participate in the employee benefits and insurance programs generally made available to its full-time employees, which currently includes health, life, disability and dental insurance. Details of these benefits programs, including holiday and vacation days, are provided in the staff handbook and will be made available to you when you start. The School reserves the right to make any modifications in its benefits package that it deems appropriate.
- 5. Representation Regarding Other Obligations.** You agree to be bound to such non-disclosure, confidentiality, and non-solicitation policies that the School has in place and/or may adopt in the future, at its discretion. This offer is conditioned on your representation that you are not subject to any confidentiality, non-competition or other agreements that restrict your employment activities or that may affect your ability to devote full time and attention to your work at the School and/or with its affiliates. If you have entered into any agreement that may restrict your activities on behalf of the School or any of its affiliates, please provide me with a copy of the agreement as soon as possible. You further represent that you have not used and will

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not use or disclose any trade secret or other proprietary right of any previous employer or any other party.

6. Taxes. All forms of compensation referred to in this Employment Letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the School does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the School or its board of trustees or any of their affiliates related to tax liabilities arising from your compensation.

7. Interpretation, Amendment and Enforcement. This Employment Letter constitutes the complete agreement between you and the School, contains all of the terms of your employment with the School and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the School. The terms of this Employment Letter and the resolution of any disputes as to the meaning, effect, performance or validity of this Employment Letter or arising out of, related to, or in any way connected with, this Employment Letter, your employment with the School or any other relationship between you and the School (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the School submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute.

8. Other Terms. Your employment with the School will be on an "at will" basis. In other words, you or the School may terminate your employment for any reason and at any time, with or without cause. Although your job duties, title, compensation and benefits, as well as the School's benefit plans and personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the School. You also acknowledge that you will use your best efforts to provide the School with at least four (4) weeks notice prior to terminating your employment for any reason.

1. MTRS. Pursuant to 807 CMR 4.00, you are eligible for membership within the Massachusetts Teachers' Retirement System ("MTRS"). In order to be eligible for MTRS, it is required that you provide no less than half-time service to the School and that, as a condition of your employment, you be certified by the Board of Education.

In addition, this offer is subject satisfactory background and reference checks. As with all employees, our offer to you is also contingent on your submission of satisfactory proof of your identity and your legal authorization to work in the United States.

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We are excited about the prospect of having you join the School. We look forward to receiving a response from you within one (1) week acknowledging, by signing below, that you have accepted this offer of employment.

Very truly yours,

MATCH CHARTER PUBLIC SCHOOL

DocuSigned by:
Mary Wells
By: _____
03C24EC338804BF...
Name: Mary Wells
Title: Board Chair

I have read and accept this employment offer:

DocuSigned by:
Nnenna Ude

Signature
1/31/2018
Dated: _____

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Job Description:
Executive Director of Match Charter Public School

Title: Executive Director of Match Charter Public School (the “School”).

Appointing / Reporting: The Executive Director is appointed by the Board of Trustees of the School and reports to, and is evaluated by, the Board of Trustees.

Duties: The Executive Director shall be responsible for all aspects of the School, including but not limited to the following: academic performance, financial viability, operational viability and governance matters.