

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”) by and between the Board of Trustees of the Mystic Valley Regional Charter School (“Board”) on behalf of the Mystic Valley Regional Charter School (“School”) and XXXXXX (“XXXXXX”) is made as of July 1, 2017.

The parties desire to provide for the School’s employment of XXXXXX as the XXXXXX of xxxxxx under the terms and conditions hereinafter set forth. If the Department of Education does not renew the Charter XXXXXX will be paid for the remainder of his contract through June 30, 2019 effective June 30, 2018. Therefore, in consideration of the mutual obligations and undertakings recited herein, the parties agree as follows:

1. Term of Employment

The parties agree that XXXXXX will serve as the XXXXXX of the School in accordance with the terms and conditions set forth in this Agreement from August 1, 2017 through June 30, 2019 reporting directly to the School Interim-Director/Superintendent(Superintendent) until such time, however that the Agreement may be terminated by either party pursuant to the terms set forth in Section 6 of this Agreement.

2. Duties as XXXXXX of the School xxxxxx

The parties agree that XXXXXX, as XXXXXX of the School, will: (i) oversee the day-to-day administration of xxxxxx, the implementation of the academic programs selected by the Board, and the administration of the School’s Code of Conduct; (ii) manage all 9-12 school personnel, including, without limitation, the School’s teachers and assistant teachers; (iii) implement directives and policies adopted by the

Superintendent and Board; (v) exchange information with the Commonwealth of Massachusetts Board of Education, federal and state agencies, public school districts and other schools in accordance with direction or guidance received from the Superintendent; and (vi) perform such other duties and tasks as directed by the Schools Superintendent that are traditionally performed by a school principal or xxxxxx. Xxxxxx agrees that such duties will be performed on a full-time basis.

3. Compensation

In consideration for Xxxxxx's services, the School agrees to pay Xxxxxx an annual salary of \$98,000 for the period July 1, 2017 through June 30, 2019. Furthermore the school agrees the Director will conduct an annual review with input from the Board no later than June 15th of each year. Such annual review will be used to increase Xxxxxx's base salary based upon the Director's recommendation and Board's approval, said increase to be no less than cost of living and to be merit based. Salary, minus tax withdrawals and other deductions made pursuant to the School's personnel practices, will be paid in equal installments on the 15th and last business day of each month, commencing on July 1, 2017.

4. Merit Bonus

Xxxxxx will be paid a merit bonus of up to \$10,000 per academic year in accordance with the following guidelines:

(i) Twenty (20) percent of any merit bonus will be based upon criteria provided specifically by the Superintendent. It should be a collaborative effort determining the measurement of the Civics and Character Education program at the

Xxxxxx, as well as the overall management of xxxxxxx via Key Performance Indicators agreed to and in collaboration with the Superintendent prior to August 15th of each year.

(ii) Thirty (30) percent of any merit bonus will be based upon the Advanced/Proficient(A/P) rate of xxxxxxx MCAS exam scores, for ELA, Math and Science with each making up a third of the 30%. A 100% A/P rate gains 100% of bonus for that third of this category, 96% is 96% and 80% is 80%. No bonus will be paid for any category in which 21% or more of the children are in the warning category.

(iii) Thirty (30) percent of any merit bonus will be based upon the SAT avg scores. If MVRCS is first in ranking of our six sending communities by 5% the payout will be 90% of the total 30%. If the school is 7% above 95% of the total 30% is to be paid and if 10% above then 100% will be paid.

(iv) Twenty (20) percent of any merit bonus will be based upon the percent of the student body that takes at least one XXXXXXX course. Specifically, if Xxxxxx has ninety-five (95) percent of students in 11th and 12th grade taking one XXXXXXX course, Xxxxxx may earn one hundred (100) percent of this portion of the merit bonus. If Xxxxxx achieves at least ninety (90) percent taking an XXXXXXX course, Xxxxxx may earn seventy-five (75) percent of this portion of the bonus. If Xxxxxx retains at least eighty (80) percent taking an XXXXXXX course, Xxxxxx may earn sixty (60) percent of this portion of the bonus....

5. Benefits

a. Time Off

During the years of this Agreement (measured from August 1 to July 31 of each succeeding year of the contract), Xxxxxx will be entitled to fifteen(15) vacation days, five (5) sick days, and two (2) personal days. One vacation week must be taken during the week that the fourth of July falls on. Xxxxxx agrees that: (i) vacation days must be used when School is not in session, such as during the summer or other school vacation times; and (ii) vacation, sick and personal days must be used within the year in which they were accrued and may not be carried or rolled over from year to year. Vacations are to be scheduled a minimum of two weeks in advance and approved by the Director.

b. Health Benefits

The parties agree that during each year this Agreement is in effect, Xxxxxx shall receive the same health insurance package which the School offers the School's teachers.

6. Termination

a. By Xxxxxx

Xxxxxx may terminate this Agreement at any time by providing written notice to the Board. Xxxxxx agrees that he will provide the Director as much notice of his intent to terminate the Agreement as reasonably possible, but no less than sixty (60) calendar days notice.

b. By the School

(i) The School may terminate this Agreement at any time by providing thirty (30) calendar days written notice to Xxxxxx; provided however that the School may at any time during the thirty (30) day notice period, in its sole discretion, request that

Xxxxxx vacate the School's premises and cease performing any duties for the School. In such event if the school removes Xxxxxx without cause it shall remain obligated to pay to Xxxxxx all salary wages and benefits due through the end of the contract period. Such payment will be made over the life of the contract. Further if the Mission Statement of the School is changed in any way or the school is not substantially Faithful to its Charter (ie; school must promote the melting pot and commonality of mankind, use of Direct Instruction, Core Knowledge, "Great Books" philosophy, Saxon Math Program K through Algebra ½, International Baccalaureate, continuation of school uniform policy in substantially the same manner, length of day and year) and or the current Board of Trustees is substantially changed involuntarily, Xxxxxx can opt to receive immediately all compensation through the end of the contract as if he had been terminated without cause. Any change in Xxxxxx's title or duties only impacts the relevant sections of his contract (ie duties and salary) HOWEVER ALL other aspects in the contract survive. If Mr. Dan is terminated as Superintendent, Xxxxxx reserves the right to end his contract voluntarily at that time and be paid to the end of contract as if terminated without cause.

(ii) If the School terminates this Agreement for cause, Xxxxxx shall not be entitled to Severance. For purposes of this provision, "cause" is defined as Xxxxxx's failure to comply with the terms of this Agreement; failure to adequately perform any duty; failure to comply with any educational principle or policy established by the Board; or engaging in any activity which interferes with the credibility and integrity necessary to lead or direct the School. Proper progressive disciplinary steps must be taken.

c. Non-Solicitation

In the event that either party terminates this Agreement pursuant to Section 6, Xxxxxx agrees that for one (1) year following the provision of notice of intent to terminate, he will not solicit, call upon, request or assist another with soliciting any employee or teacher of the School to work for him or another or discuss the school with the media or outside entity.

7. Arbitration

Any dispute or controversy arising out of or under this Agreement or Xxxxxx's employment with the School shall be resolved exclusively by binding arbitration final before the American Arbitration Association in Boston, Massachusetts in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect. The School shall bear the cost of the arbitrator's compensation and any hearing room rental. Each party shall bear its own costs and expenses, including attorney's fees. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties agree that prior to pursuing arbitration of any claim or dispute, they will attempt to resolve the claim or dispute by mediation.

8. Miscellaneous

(i) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(ii) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

(iii) Waivers. No waiver by either party at any time of any breach of, or compliance with, any provision of this Agreement to be performed by the other shall be deemed a waiver of that or any other provision at any subsequent time.

(iv) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

(v) Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written.

(vi) Amendments. This Agreement may be amended or modified only by a written instrument executed by both the Board and Xxxxxx.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first set forth above.

Mr. Xxxxxx

Mystic Valley Regional
Charter School Board
of Trustees

Dated:

Dated: