

## 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 [REDACTED] is made as of July 1, 2017.

The parties desire to provide for the School's employment of [REDACTED] as the Superintendent/Director of the School under the terms and conditions hereinafter set forth. Therefore, in consideration of the mutual obligations and undertakings recited herein, the parties agree as follows:

1. Term of Employment

The parties agree that [REDACTED] will serve as the Interim/Director Superintendent of the School in accordance with the terms and conditions set forth in this Agreement from July 1, 2017 through June 30, 2023, provided however that the Agreement may be terminated by either party pursuant to the terms set forth in Section 8 of this Agreement. Parties further agree that by January 1, 2017 the Board will require that [REDACTED] reside in a school owned property on [REDACTED] [REDACTED], Malden, MA adjacent to the [REDACTED]. This date can only be delayed by written notice of the Board if the property is not yet ready for use as his residence. If the Department of Elementary and Secondary Education does not renew the Charter the contract is void except termination will be considered by School and without cause for Section 8 purposes.

2. Duties as Director of the School

The parties agree that [REDACTED], as Superintendent of the School, will: (i) oversee the day-to-day administration of the School, the implementation of the academic programs selected by the Board, which must be faithful to the Charter as it existed on July 1, 2017, and the implementation and administration of the School's Mission Statement and Code of Conduct; (ii) manage all academic school personnel, including, without limitation, the School's Asst. Superintendents, Asst. Directors, teachers, assistant teachers, business manager (who has dotted line responsibility to the Board of Trustee's) and professional development coordinators; (iii) implement directives and policies adopted by the Board which are faithful to the Charter; (iv) apply for grants and other funding for which the School is eligible; (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 Board; and (vi) perform such other duties and tasks as directed by the Board that are traditionally performed by a school Superintendent/Director. [REDACTED] agrees that such duties will be performed on a full-time basis.

3. Compensation

In consideration for [REDACTED] services, the School agrees to pay [REDACTED] a monthly salary of \$10,500 for the period July 1, 2017 through June 30, 2018; Salary, minus tax withdrawals and other deductions made pursuant to the School's personnel practices, will be paid in equal installments of \$5,250 on the 15<sup>th</sup> and last business day of each month, commencing on July 1, 2017. From July 1, 2017 until home on Jacob Street is ready for occupancy [REDACTED] will be paid \$2,500 per month for a housing allowance for temporary rental if needed. Further [REDACTED] moving [REDACTED]

expenses, up to \$15,000, will be paid and arranged by the School. Annual merit raises will be at the discretion of the Board based upon performance.

4. Merit Bonus

Within the sole discretion and judgment of the Board, [REDACTED] will be paid a merit bonus of up to (\$20,000) for the academic year ended June 30, 2017 and will receive his annual review in accordance with the following guidelines:

(i) Twenty (20) percent of any merit bonus will be based upon each grade attaining a year's progression on the Iowa Test Total Core Score, (grade equivalent measure) as measured between the year over year increase from beginning of the year 2016 to beginning of year 2017. The amount will be a pro-rata share per grade.

(ii) Twenty (20) percent of any merit bonus will be based upon the passing rate of third grade reading MCAS scores. Pass rate of 98.0 % or higher = 100% bonus, 97% = 90%, 96%=85%, 95%=80%, 93%=70%, 90%=50% and anything less no bonus will be paid. If the school hits 70% exceeding and meets expectation in this exam an additional \$4,000 will be paid and if the school hits 80% exceeding and meets expectations a total of \$8,000 will be paid above the normal 20%.

(iii) Twenty (20) percent of any merit bonus will be based upon the Advanced and Proficient percentage of the 10<sup>th</sup> grade MCAS scores for English Language Arts and Math. A combined Math and English percentage 192 out of 200 will earn [REDACTED] 100% of this portion, 182 will earn [REDACTED] 90% , 172 will earn [REDACTED] 85%. (This will be for year 2014-2023 administered tests when tests change to Exceeding Expectations and Meeting Expectations those categories will substitute for Advanced and Proficient)

(iv) Twenty (20) percent of any merit bonus will be based upon retention of those teachers ranked in the top third of the current teaching staff at year end. Retention will be defined as those teachers who sign a contract and are still with the school on September 15, of the year of the contract. Specifically, if [REDACTED] retains ninety-five (95) percent of that teaching staff, [REDACTED] may earn one hundred (100) percent of this portion of the merit bonus. If [REDACTED] retains at least ninety (90) percent of the top third of the current teaching staff, [REDACTED] may earn ninety (90) percent of this portion of the bonus. If [REDACTED] retains at least eighty (80) percent of the top third of the current teaching staff through the academic year, [REDACTED] may earn eighty (80) percent of this portion of the bonus and so on down to 0%. [REDACTED] must do so within the defined payroll budget and compensation increase ranges approved by the Board annually. (This will based upon 2017)

(v) Twenty (20) percent of any merit bonus will be based upon the Board's discretion and assessment of the adequacy of [REDACTED] overall performance. A large percentage which will be based upon fully incorporating the Mission Statement and Character Education program throughout the school, insuring that proper training is taking place so that teachers understand and convey the Mission fully incorporating the Declaration of Independence and US Constitution and the idea of American exceptionalism, monitoring the enforcement of uniform and code of conduct policies, recruitment of teaching staff at least 15% per year from University's outside the Northeast and being active in the school community with the teachers, parents and students. (A list of important school climate issues will be provided)

#### 5. Additional Bonus

[REDACTED] will be entitled to an additional bonus of (\$5,000) upon Mystic Valley's successful attainment of Gold status on the U.S. News List of Best High Schools in America List. If Mystic

Valley attain's top 100 ranking in the overall top HS list of U. S. News or the Washington Post top high schools list an additional bonus of \$3,000 will be paid.

6. Benefits

a. Time Off

During each year of this Agreement (measured from August 1 to July 31 of the next year), [REDACTED] will be entitled to fifteen (15) vacation days, five (5) sick days, and two (2) personal days. [REDACTED] will be entitled to twenty (20) vacation days when he hits twenty years of service to the school. [REDACTED] 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.

b. Health Benefits

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

c. Residence

As a condition of employment during the term of this Agreement, the School will provide [REDACTED] the use of a house where he must reside, subject to the following conditions:

(i) The parties acknowledge that the School owns a home on [REDACTED] MA contiguous to the school that [REDACTED] will be expected to live in and use the home. The parties agree that they shall abide by the terms of the Lease, a copy of which is attached hereto and incorporated herein as Exhibit A;

(ii) If this Agreement is terminated by either party pursuant to Section 8 of this Agreement, [REDACTED] shall vacate the house within sixty (60) calendar days, unless the parties agree otherwise and for any time beyond that will pay the then market rate for a home rental; and

(iii) [REDACTED] shall not be responsible for any income tax obligations related to his use of the house. If income tax is imputed the school will compensate [REDACTED] for that amount. Provided however if [REDACTED] is terminated under Section 8 he will be responsible for the imputed income form that date forward.

(iv) This condition is for the sole benefit of the School and is an important part of this contract.

7. Board of Trustee's Additions

Change in the By-laws of the Board of Trustees must have approval of [REDACTED] for any change to Mission or faithfulness to the Charter as it exists on the date of this contract. Any curriculum amendments to the Charter must have the approval of the Superintendent/Director as well as be approved by the Board of Trustee's. [REDACTED]

8. Termination

a. By [REDACTED]

[REDACTED] may terminate this Agreement at any time by providing written notice (via certified U.S. mail return receipt) to the Board. [REDACTED] agrees that he will provide the Board as much notice of his intent to terminate the Agreement as reasonably possible, but no less than sixty (60) calendar days' notice. [REDACTED] may terminate this contract voluntarily and be entitled to severance if Section 8 b (i) is violated in terms of being faithful to the Mission which existed at the date of the signing of this contract and the Charter components described in said section. [REDACTED] will not be entitled to any bonus pending if he terminates this contract prior to the end of a school year except in case of violation of Charter.

b. By the School

(i) The School may terminate this Agreement at any time by providing thirty (30) calendar days written notice to [REDACTED] provided however that the School may at any time during the thirty (30) day notice period, in its sole discretion, request that [REDACTED] vacate the School's premises and cease performing any duties for the School. In such event if the school removes [REDACTED] without cause it shall remain obligated to pay to [REDACTED] 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 in the case of being removed without cause in years three through six of the contract or failure to renew without cause, [REDACTED] will receive three months' severance for every year he has been employed based upon his then current base salary amount. 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 and not multi-culturalism, 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, [REDACTED] can opt to receive immediately all compensation as if he had been terminated without cause including severance as described; years three through six. Any change in [REDACTED] title or duties only impacts the relevant sections of his contract (ie duties and salary) HOWEVER ALL other aspects in the contract survive. Any Charter Amendments by the Board must be done in consultation with [REDACTED] and his leadership team. [REDACTED] must agree to any major amendments or curriculum changes.

- c. (ii) If the School terminates this Agreement for cause,(which cannot be for maintaining the existing mission and curriculum at the time of signing) [REDACTED] shall not be entitled to Severance. For purposes of this provision, “cause” is defined as [REDACTED] failure to comply with the terms of this Agreement; failure to adequately perform any duty not in violation of this contract; failure to comply with any educational principle or policy established by the Board in concert with the Mission and Charter as described in Section 8 b (i) of this contract; or engaging in any activity which interferes with the credibility and integrity necessary to the School. Proper progressive discipline steps must be thoroughly documented to prove cause.

9. Non-Solicitation non-compete

In the event that either party terminates this Agreement pursuant to Section 8, [REDACTED] 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, nor discuss the school with the media or any entity outside of the school.

10. Education of [REDACTED] Children

[REDACTED] intends on entering his children in the Mystic Valley Regional Charter School Lottery each year to attempt to see them enrolled. If they are not enrolled at Mystic Valley, because they do not gain access through the lottery, MVRCS agrees to pay up to the average annual cost per child that the DESE calculates for the City of Malden in order to offset the cost of private elementary and secondary school tuition directly



to the school the child goes to. Any difference in savings will be put into escrow account in order to be saved for payment addition in years where cost is above the annual avg. cost through High School of the child. Tax consequences of such payment will be borne by [REDACTED]. Any remaining money in escrow at the end of his children's time in High School will revert to the School.

11. Discretionary Budget

[REDACTED] will be provided with 45/100 of 1% (.0045) of the annual total operating revenue budget per year in the annual budget beginning in FY 2019 to determine at his discretion where and how such funds will be spent on school expenses that [REDACTED] determines will assist the school. The fund is discretionary except it cannot be spent on personal items, such as his education, travel, etc. for [REDACTED] but expenses such as research or studies not approved in the general budget, testing of new educational products, consultants to [REDACTED] on educational policy, training, area's where the school lacks expertise, etc. This amount does not accrue beyond the current year.

12. Arbitration

Any dispute or controversy arising out of or under this Agreement or [REDACTED] employment with the School shall be resolved exclusively by binding arbitration 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 ursuing arbitration of any claim or dispute, they will attempt to resolve the claim or dispute by mediation.

13. 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 [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]