

BOSTON RENAISSANCE CHARTER PUBLIC SCHOOL
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made effective as of the 1st day of September, 2016 ("Effective Date") between the Board of Trustees ("Board") of the BOSTON RENAISSANCE CHARTER PUBLIC SCHOOL (the "School"), a school established pursuant to M.G.L. c. 71, § 89 (collectively referred to herein as the Board), and [REDACTED] ("Employee") (collectively referred to herein as the parties).

WHEREAS, the School desires to employ, retain, and secure the experience, abilities and service of the Employee upon the terms set forth in this Agreement; and

WHEREAS, the Employee desires to be employed by the School upon the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the School and the Employee hereby agree as follows:

Section 1. **Title and Term of Employment.** The School will employ the Employee as the head of school ("Head of School") or in such other leadership capacity as the parties may subsequently agree upon, such term to commence as of the Effective date and to expire on June 30, 2019 (the "Initial Term") unless renewed or sooner terminated in accordance with the provisions of Section 7. The parties agree that the Board has the sole discretion to extend this contract for an additional one-year term from July 1, 2019 to June 30, 2020 (the "Renewal Term") and must provide notice of that decision on or before March 1, 2019. The Employee acknowledges and understands that the Board has been granted a charter by the Board of Education of the Commonwealth of Massachusetts to operate a charter school. If said charter is not renewed or is revoked at any time, this Agreement and the Employee's employment shall terminate simultaneously upon the expiration of said charter.

Section 2. Expectations and Responsibilities. In her role as Head of School, the Employee shall report to the Board. The Employee shall be responsible for the successful leadership and management of the academic, operational and developmental matters of the school. Specifically, the Employee shall:

- a. Manage the School in full compliance with its charter documents and with all applicable state, federal, and local statutes and regulations;
- b. Work in cooperation with the School's affiliated charitable foundation, the Boston Renaissance Corporation (the "Foundation") concerning all issues related to fundraising for the school;
- c. Promptly report and communicate all operational and administrative matters to the Board;
- d. Administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, reduction or termination of personnel employed or to be employed by the School consistent with federal, state, and local laws, as well as established standards and School-specific human resources practices;
- e. Seek and receive Board advance approval for any and all decisions which result in changes to organizational structure, as well as those which could significantly impact student achievement;
- f. Notify as soon as reasonably possible the Board of any temporary absences (a temporary absence is one where the Employee is unavailable for more than 48 hours) and recommend a designee or temporary replacement for the Board to appoint in the interim; and
- g. Work in cooperation with the Board's appointed Chief Financial and Operations Officer on all fiscal matters.

The Employee hereby accepts such employment and agrees to undertake the duties and responsibilities set forth above and such other duties and responsibilities as the Board or its designee shall from time to time reasonably assign to her.

A. Section 3. Employment Year. The position of Head of School shall be on the School's Academic Administrative Schedule/School Year calendar, and the Employee

shall thus be entitled to all holidays specified in the School's annual calendar, plus July 4th and Labor Day. In addition, Employee shall be entitled to an additional fifteen (15) vacation days of which ten (10) days shall commence prior to the beginning of the School year and five (5) days which shall be after the end of the School year. Employee must use these vacation days during the year and any unused vacation or holiday days shall be forfeited at the end of such year.

The Employee also be entitled to three (3) personal days and nine (15) sick days per contract year. Sick time may be used:

- a. To care for a child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- b. To care for the Employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- c. To attend routine medical appointments or a routine medical appointment for a child, spouse, parent, or parent of spouse; or
- d. To address the psychological, physical or legal effects of domestic violence.

The Employee will be entitled to carry over up to forty (40) hours of accrued but unused sick time to the next calendar year in accordance with applicable law. Accrued but unused sick time is not payable upon separation from employment.

The Employee agrees to devote her full business time to the School and to perform her duties faithfully, diligently and to the best of her ability while employed hereunder. The Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the School and any changes therein that may be adopted by the School from time to time in accordance with applicable federal, state, and local laws. The Employee may accept other employment during the term of this Agreement only after receiving written approval from the Board.

Section 4. Annual Salary and Other Compensation. During the term of this Agreement and any renewal thereof, the Employee's annual salary shall be \$175,000, unless increased in an amount that the Board may deem appropriate, in the Board's sole discretion. The Employee's salary shall be payable in accordance with School practices during the term of this Agreement.

In addition to the base salary set forth above, the Employee shall be eligible for: (i) a performance-based merit award, to be paid in accordance with the standards established in the Massachusetts Department of Elementary and Secondary Education's Model System for Educator Evaluation's Summative Evaluation standards ("DESE Evaluations Standards") and in the sole discretion of the Board, in an amount not to exceed 10% of the Employee's then-current salary and (ii) a performance-based salary increase, to be paid in accordance with the DESE Evaluation Standards and in the sole discretion of the Board, in an amount not to exceed 5% of the Employee's then-current salary. The payment of any such merit award and/or salary increase shall: (x) be based on the extent of the achievement of mutually established goals and performance criteria agreed to by the Board and the Employee by September 1st of each school year and (y) include the Board's assessment and evaluation of the Employee's performance, such performance appraisal as further described in Section 5 below. Any merit award shall be paid no later than November 1st of the following academic year and salary increase shall be effective no later than July 1st of the following academic year.

The Employee shall receive the same benefits that the other Administrators at the School are entitled to and the following additional employment benefits:

(1) Professional Development. The Employee shall be reimbursed for all reasonably incurred and adequately documented expenses incurred while engaged in her duties including expenses such as conference fees and travel costs incurred while attending professional and educational conferences for the purpose of enhancing her skills and

expanding the School's educational network, including expenses related to continuing education courses to maintain the Employee's professional education credentials approved in advance by the Board. If such expenses are expected to exceed \$1,000.00 and are not appropriated in the School budget, the Employee must first seek permission from the Board.

(2) Membership Dues, etc. The Board shall pay membership dues for two (2) professional education organizations of the Employee's choice, the Employee's licensure, which must be maintained in good standing throughout the life of this Agreement, and certification fees.

Notwithstanding the foregoing, such benefits may be amended or terminated at the discretion of the School. Such benefits shall cease upon termination of employment for any reason, except as otherwise provided herein.

Section 5. Annual Performance Appraisal / Merit Award / Salary Increase. A Committee of three Board members, consisting of the Chairman of the Board, the Vice Chairman of the Board and a Parent Trustee Board Member shall complete an annual performance appraisal for presentation to the Employee by the end of each school year, but in any event prior to June 30th. The Board may, in its sole discretion and in accordance with the DESE Evaluation Standards, grant a merit award and/or salary increase in connection with the performance appraisal.

Section 6. Dispute Resolution. In the event of a dispute between the parties concerning the terms and conditions of the Employee's employment or the application or interpretation of any provision of this Agreement, the parties must attempt to resolve it initially through mediation conducted by a bona fide mediation provider in or near Boston, Massachusetts. If mediation of such dispute is unsuccessful, the dispute shall be resolved by final and binding arbitration before an arbitrator mutually agreed to by the parties. If the parties are unable to agree upon the selection of an arbitrator, the parties agree to resolve any dispute under the rules and procedures of the American Arbitration Association then in effect. The

arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. Each party shall be responsible for payment of his or her own expenses in connection with any such arbitration proceeding including all costs, attorney's fees, and any other expenses incurred in connection therewith.

Section 7. Termination of Employment. The School's employment of the Employee pursuant to this Agreement shall terminate upon the occurrence of any of the events described below.

A. Expiration. Employment shall terminate upon the expiration of the Initial Term or Renewal Term (then in effect) in accordance with Section 1 of this Agreement.

B. The Employee's Election. Employment shall terminate at the election of the Employee, upon not less than sixty (60) days prior written of termination provided to the Board. In the event that the Employee elects to terminate her employment pursuant to this Section, the School shall pay the compensation and benefits otherwise payable to her under Section 4 through the last day of her actual employment by the School and any accrued benefits to which she is entitled by law. Other than payment of salary earned through the last day actually worked, the Employee shall not be entitled to any merit award or salary increase in connection with the termination of her employment.

C. Death or Disability. Employment shall terminate upon the death of the Employee or disability which prevents the Employee from performing the essential duties of the position, with or without reasonable accommodation, for a period in excess of 180 days. In the event the Employee is terminated due to death or disability, the School shall pay the compensation and benefits otherwise payable to her under Section 4 through the last day of her actual employment by the School and any accrued benefits to which she is entitled by law.

D. Termination With Cause. The Board or its designee may terminate the Employee's employment for Cause (as hereinafter defined) upon written notice by the School to the Employee as set forth below. "Cause" for discharge shall be determined by the Board in its sole discretion, and shall be deemed to exist upon a good faith finding by the Board of:

- (i) participation by Employee in an act of disloyalty, dishonesty, fraud, or any other unprofessional conduct which brings discredit to or is detrimental to the best interests of the School, or which compromises the Employee's ability to perform her job duties;
- (ii) any failure by the Employee to successfully perform her assigned duties for the School;
- (iii) any act of moral turpitude or conviction (or plea of no contest) concerning a felony or a crime involving breach of professional ethics;
- (iv) loss of accreditation or license to practice as a teacher, school administrator, or Head of School; or
- (v) any material and willful breach by the Employee of any of the provisions of this Agreement.

In order to invoke a termination for Cause on any of the grounds enumerated under Section 7(D)(i), (ii), (iii), (iv) or (v) the Board must provide written notice to the Employee (said notice shall be sent to Employee by certified mail at the Employee's mailing address on file at the School) of the existence of such grounds within thirty (30) days following Boards' knowledge of the existence of such grounds, specifying in reasonable detail the grounds constituting Cause. With respect to the grounds enumerated under Section 7(D)(i), (ii), (iv) or (v), the Employee shall have thirty (30) days following receipt of such written notice (the

"Employee's Cure Period") during which time she may remedy the ground if such ground is, according to the Board's Sole Discretion, reasonably subject to cure.

For purposes of this Section 7(D), no act or failure to act on the part of the Employee shall be considered "willful" unless it is done, or omitted to be done, by the Employee in bad faith or without reasonable belief that the Employee's action or omission was in the best interests of the School. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the School shall be conclusively presumed to be done, or omitted to be done, by the Employee in good faith and in the best interests of the School. The cessation of employment of the Employee for Cause shall not be deemed to be for Cause unless and until there has been an affirmative vote of not less than a majority of Board at meeting, called and held for such purpose, pursuant to applicable law (after reasonable notice is provided to the Employee and Employee is provided opportunity to attend such meeting), finding that, in the good faith opinion of the board, the Employee is guilty of the conduct described in clauses 7(D)(i), (ii), (iii), (iv) or (v) above.

In the event the Employee's employment is terminated for Cause, the School shall pay to the Employee only the compensation and benefits payable to her under Section 4 through the last day of her actual employment by the School and any accrued benefits to which she is entitled by law. Other than payment of salary earned through the last day actually worked, the Employee shall not be entitled to any merit award or salary increase in connection with the termination of her employment for Cause.

E. Termination Without Cause. The Employee's employment may be terminated at the election of the Board, without Cause, at any time during the Initial Term or any Renewal Term (then in effect) upon written notice by the Board or its designee to the Employee.

If the Head of School's employment is terminated without Cause pursuant to this Section, and provided the Employee executes and does not rescind a general release in connection with the termination of her employment, the School shall: (i) pay to the Employee the compensation and benefits payable to her under Section 4 through the last day of her actual employment by the School and any accrued benefits to which she is entitled by law and (ii) continue to pay the Employee her salary in accordance with the School's regular payroll practices for a period of three months after the last day of her actual employment by the School ("Three Month Salary Severance"). Other than the payment of salary earned through the last day actually worked and the Three Month Salary Severance, the Employee shall not be entitled to any merit award or salary increase in connection with the termination of her employment without Cause.

Section 8. **Confidentiality.** The Employee agrees to keep all of the terms and provisions of this Agreement confidential and not to disclose any information related to this Agreement except as required by law. Notwithstanding the foregoing, the Employee may disclose the terms of her compensation and benefits to her immediate family, attorney and financial planner.

Section 9. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor the rights and obligations stated herein shall be assignable by the parties.

Section 10. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing, and shall be effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown below, or at such other address or addresses as either party shall

designate to each other in accordance with this Section. Notice to the School shall be addressed to the Board of Trustees, Attention: Chair, Boston Renaissance Charter School, 1415 Hyde Park Ave, Hyde Park, Massachusetts, 02136 with a copy to Robert Sheridan, Esq., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 1 Financial Center, Boston, Massachusetts, 02111, as counsel for the Board. Notice to the Employee shall be addressed to Alexandra Buckmire at her most current address on file with the School.

Section 11. **Pronouns.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

Section 12. **Entire Agreement.** This Agreement constitutes the full and complete agreement and understanding between the School and the Employee and may be altered, changed, amended, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

Section 13. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws provisions.

Section 14. **Acknowledgment.** The Employee states and represents that she has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs her name of her own free act.

Section 15. **Miscellaneous.**

A. No delay or omission by the School in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the

School on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

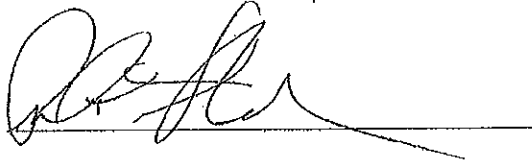
B. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

C. 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.



[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT IS HEREBY EXECUTED by the parties as of this 5 day of May,
2017.

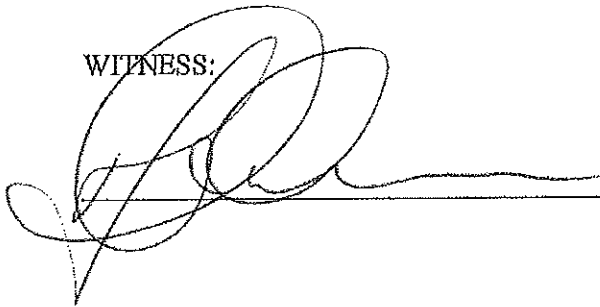
WITNESS:





BOSTON RENAISSANCE
CHARTER PUBLIC SCHOOL

By: 
Name: 
Title: Chair, Board of Trustees
Date: May 5, 2017

WITNESS:





Date: May 17, 2017