



May 1, 2018

XXXXXXXX

Dear XXXXXXXX,

It is with great pleasure that we offer you this extension of your contract as Head of School at Prospect Hill Academy Charter School. This is in acknowledgement of your excellent work over the past three years and in anticipation of the transformative work ahead.

The contract is for a period of three years, effective July 1, 2018. Your annual salary for the first year of the term shall be \$196,650. Your annual salary for the Second year shall be \$203,533. Your annual salary in the third year will be \$210,656. The afore-mentioned salary figures are based on an annual schedule requiring that you work 220 days per annual period.

You shall be entitled to insurance, sick day, holiday, personal day, retirement, and other benefits to which administrators at the school are and remain entitled.

As Head of School, you shall perform in good faith and in full time, the duties and obligations of the Head of School as provided to you in the job description as well as other duties from time to time reasonably, and in good faith assigned to you by the Board of Trustees. You shall use your best efforts to achieve the performance goals and objectives as agreed by you and the Board of Trustees, and you shall comply with all applicable laws and regulations.

Your primary responsibilities shall be to devise and implement programmatic, operational, and financial strategies for the successful fulfillment of the Prospect Hill Academy Charter School's Strategic Plan as approved by the Board of Trustees in 2017, as well as any subsequent revisions or amendment to such plans.

The Board of Trustees shall at least once annually evaluate your performance as the Head of School, and provide you with written evaluation results. The Board shall do so in accordance with an evaluative instrument that clearly articulates the standards by which the Head of School's performance will be measured. The Board shall evaluate your performance as Head of School on an annual basis with annual evaluations being completed by November 15 of each year.

The Board (or its designated sub-committee) shall consult the Head of School as to the development of performance standards and the evaluative instrument(s) that it shall utilize in the above-described performance evaluations consistent with the instruments utilized during your current three year term as Head of School. Said instrument, upon approval by the Board (or its designated sub-committee), shall be incorporated by reference into this contract.

This contract also offers that upon demonstration to the Board of Trustees of your successful completion of predetermined and discernable benchmarks in each year of the three years of the term, a bonus of up to \$10,000 will be paid to you in recognition of that work. Benchmarks shall be determined in the fall of each year as part of the performance evaluation process for the previous year. The Board shall work with you in good faith in that context to identify meaningful and appropriate benchmarks for the upcoming year. Payment of each bonus will be made promptly upon demonstration to the Board of successful completion of the relevant benchmarks. This bonus is payable by December 31st of each year.

Going forward, the Head of School Evaluation Committee would like to work with you to find ways to increase your compensation potential based on measurable outcomes. While we realize that many outcomes are long term and therefore difficult to quantify, we are in agreement that we will be more comfortable with higher bonus potential if there are better quantitative and qualitative measures for us to evaluate your performance.

The committee would be interested in creating a bonus potential of up to \$25,000 per year in this cycle. We would like to work with you to define measures (preferably quantitative) that would **cover \$15,000 of the potential with the remaining \$10,000 being at the discretion of the board, based on more qualitative measures.**

While this contract in no way or manner provides for any prospective renewal or extension of itself, should the Board determine on the basis of its November 2020 performance evaluation of the Head of School that I will not seek to negotiate any further employment contract with you pertaining to the period subsequent to the expiration of the three-year term of this contract, it shall notify you on or before January 31, 2021.

Where good cause exists, the Board of Trustees may dismiss the Head of School prior to the end of this contract and thus terminate its financial and other obligations to you under this contract. "Good cause" shall mean any ground that is put forth in writing by the Board in good faith and may include but is not limited to, failure on the part of the Head of School to satisfy the performance standards established pursuant to this contract. In the event of a termination for "good cause" if curable, the Head of School shall have thirty (30) days to cure said cause after written notice to the Head of School describing the alleged grounds in reasonable factual detail. The Board of Trustees shall provide the Head of School with final notice of intent to dismiss with a written explanation of the grounds for dismissal, and if the Head of School so requests, an opportunity to be heard, within fifteen (15) days of receipt of such notice, to review the decision with the Board of Trustees, at which hearing the Head of School may be represented by an attorney (At the Head of School's own expense) and at which the Head of School may reasonably call witnesses pertaining to the basis for the decision. Nothing herein shall prevent the Chair of the Board of Trustees from having the ability to place the Head of School on paid administrative leave pending an investigation of any matter that could form the basis of dismissal for good cause.

This contract embodies the entire agreement between the Board of Trustees and you, and there are no promises, terms, conditions, or other obligations made or entered into by either party other than those contained here in.

This contract may not be modified except by written consent of the parties.

If any provision of this contract is deemed by a court of competent jurisdiction to be invalid, the remainder of this contract shall remain in full force and effect. The Board of Trustees looks forward to your leadership as Head of School throughout the next three years. We believe that you will continue to make extraordinary contributions to Prospect Hill Academy Charter School, and we look forward to working with you.

To accept the terms and conditions of this offer, please sign below and return to me at your earliest convenience.

Sincerely,

XXXXXXXX
Chairman, Board of Trustees
On Behalf of the Board of Trustees
Prospect Hill Academy Charter School

XXXXXXXX
Head of School/CEO
Prospect Hill Academy Charter School