

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of this \_\_\_ day of March, 2014, by and between Bridge Boston Charter School, a Charter School organized pursuant to Massachusetts General Laws, Chapter 71, Section 89, 2 McLellan Street, Dorchester, MA 02121 (hereafter "BBCS" or the "School") and [REDACTED]

WHEREAS, the School has agreed to employ [REDACTED] as the School's Executive Director; and

WHEREAS, [REDACTED] has agreed to accept such employment on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall commence on May 12, 2014, and shall continue until June 30, 2016, unless the School and [REDACTED] mutually agree in writing to extend the term of this Agreement or the parties terminate the Agreement earlier as set forth herein (the "Term of Employment"). Should the parties desire to extend the Term of Employment, the School and Ms. Cha shall use reasonable efforts to reach agreement on the extended term, compensation, and any other amendments not later than three months prior to the end of the then current Term of Employment.
2. DUTIES AND RESPONSIBILITIES. [REDACTED] shall serve as the School's Executive Director and perform such duties and responsibilities assigned to her by the Board of Trustees consistent with the terms of this Agreement, including, but not limited to:
  - A. Serving as a non-voting member of the Board of Trustees, participating in all decisions and actions of the Board of Trustees other than those with respect to which [REDACTED] has a conflict of interest, and sitting on all Board of Trustees committees in an *ex officio* capacity.
  - B. Executing and administering the policies established by the Board of Trustees and anticipating developing school and community needs and making recommendations to the Board of Trustees.
  - C. Supervising all academic and administrative operations, including:
    1. Curriculum (content, process, and materials);

2. General school program (organization, scheduling, implementation, assessment, performance on MCAS and other standardized tests);
  3. Personnel management (recruitment, hiring, assignment, supervision, review, promotion, dismissal);
  4. Business administration (preparing budgets, controlling expenditures, supervising plant and facility operation and maintenance, supervising all aspects of financial management);
  5. Admissions (recruitment, lottery, enrollment);
  6. Student counseling and discipline, promotion, retention, professional referral, reprimand, suspension, expulsion);
  7. Full service programming support, after-school program, and service to students with special needs and English language learners, and summer program, if offered;
  8. Relations with students, parents, faculty, Massachusetts Department of Elementary and Secondary Education, alumni, community, trustees, and the general public;
  9. Institutional advancement and fundraising; and,
- D. Representing the School in public situations as a professional educator and in support of the School's mission.

██████ agrees to perform her duties and operate the School in accordance with all applicable laws and regulations, as well as all policies and practices that the School may adopt from time to time.

3. **COMPENSATION.** The School shall pay ██████ an annualized base salary rate of \$██████, less all applicable taxes and withholdings, which shall be paid in accordance with the School's regularly established payroll procedure. During the Term of Employment, ██████ shall be eligible to an increase in base salary at least equal to the average increase (determined as a percentage (%)) in the annualized base salary paid to other School administrative employees, provided ██████ performance is satisfactory, as determined by the Board of Trustees in its discretion. Additionally, ██████ shall be entitled to participate in any bonus plans which may be offered to other School employees, if any, to the extent that ██████ is eligible to participate pursuant to and consistent with the terms of the applicable plans.
4. **INSURANCE BENEFITS.** ██████ shall be entitled to participate in any health, dental, and disability insurance programs that the School establishes and makes available to its employees from time to time, provided that ██████ is eligible under (and subject to all provisions of) the plan documents governing those programs.
5. **PROFESSIONAL GROWTH EXPENSES.** The School shall reimburse ██████ for all documented and reasonable expenses incurred during the Term of

Employment in attending professional meetings and in fulfilling her professional responsibilities, provided ██████ has received the prior written approval of the President of the Board of Trustees. Reimbursement will be made no later than 30 calendar days after the expense is substantiated (which must occur within 30 calendar days after the expense is incurred). The expenses eligible for reimbursement under this provision may not affect the amount of such expenses eligible for reimbursement in any other taxable year, and the right to reimbursement is not subject to liquidation or exchange for another benefit.

6. VACATION AND PERSONAL DAYS. ██████ will be entitled to 25 paid vacation days per calendar year, accruing at a rate of 2.0833 days per month, which will be used as mutually agreed by the President of the Board of Trustees. In addition, up to three personal days may be taken each year. From time to time, the schedule of the vacation days may be amended by mutual agreement of ██████ and the President of the Board of Trustees. If circumstances arise in which additional personal days are requested and granted, they shall be unpaid. There shall be no payment for unused personal days upon the end of employment.
7. HOLIDAYS. Paid holidays include Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Christmas, Christmas Eve, New Year's Day, Thanksgiving Day, and the day following Thanksgiving. Holidays are not paid upon termination.
8. MASSACHUSETTS TEACHER RETIREMENT SYSTEM. The School shall forward all required deductions from ██████ base salary to the Massachusetts Teacher Retirement System. ██████ may elect to contribute any additional amounts to the retirement account permitted.
9. EVALUATION. ██████ shall receive a formal evaluation by the Board of Trustees, or its designated committee, on or around June 30, 2015, and annually thereafter if this Agreement is extended.
10. TERMINATION FOR CAUSE. The School may terminate this Agreement for Cause immediately upon written notice to ██████.
  - a. For purposes of this Agreement, "Cause" shall mean (i) a good faith finding by the Board of Trustees that ██████ has failed to perform her assigned duties and responsibilities as described above, and has failed to remedy such failure within 15 days following written notice from the Board to ██████; (ii) ██████ has engaged in fraud, dishonesty, misconduct or gross negligence; or (iii) ██████ has committed an unlawful act.

- b. In the event that the School terminates [REDACTED] employment for Cause, the parties shall have no further obligations hereunder, except that the School shall pay to [REDACTED] on her last day of employment all wages and vacation time accrued through such date.
11. EXPIRATION OF THE TERM OF EMPLOYMENT. In the event the School determines not to extend this Agreement, the School shall notify [REDACTED] in writing.
12. RESIGNATION BY [REDACTED] may resign her employment relationship with the School during the Term of Employment by providing no less than 90 days' advance written notice to the School.
13. GOVERNING LAW. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to the doctrine of conflict of laws.
14. ENTIRE AGREEMENT; INTERPRETATION. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, oral and written, with respect to the subject matter hereof. No presumption shall be construed against the party drafting this Agreement.
15. AMENDMENT. No changes or modification of this Agreement shall be effective unless in writing and signed by the parties hereto.
16. MUTUAL ARBITRATION AGREEMENT. The parties agree that any claim or dispute arising out of or relating to this Agreement or breach thereof, or otherwise arising out of or relating to any aspect of [REDACTED] recruitment, hire, employment, compensation, or benefits with the School and/or the termination or cessation of [REDACTED] employment with the School, including without limitation any claim for discrimination under any local, state, or federal employment discrimination law, shall be settled by arbitration before a single arbitrator in Boston, MA, administered by JAMS pursuant to its Employment Arbitration Rules and Procedures. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the Commonwealth of Massachusetts. Any claim or controversy not submitted to arbitration in accordance with this Section shall be waived, and thereafter, no arbitration panel, tribunal or court shall have the power to rule or make any award on any such claim or controversy. The award rendered in any arbitration proceeding held under this Section shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction thereof. Both [REDACTED] and the School expressly waive any right that any party either has or may have to a jury trial of any dispute arising out of or in any way related to [REDACTED] employment with or termination from the School.

This arbitration agreement does not cover claims for workers' compensation or unemployment compensation benefits or claims for temporary restraining order or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would otherwise be authorized by law. Additionally, nothing in this Section prevents the Employee from (a) filing, cooperating with, or participating in any proceeding before the EEOC or other federal or state fair employment practices agency (except that [REDACTED] acknowledges that she may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding), or (b) filing an administrative charge before the National Labor Relations Board ("NLRB").

17. SEVERABILITY. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect.
18. NOTICES. All notices under this Agreement shall be in writing and shall be delivered by hand, telecopy, electronic mail, or sent by US Mail, certified, postage prepaid, return receipt requested, to the addresses set forth above.
19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.
20. ACKNOWLEDGMENT. [REDACTED] states and represents that she has had an opportunity to fully discuss and review the terms of this Agreement with an attorney. [REDACTED] further 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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and date first written above.

BRIDGE BOSTON CHARTER SCHOOL

[REDACTED]

BY \_\_\_\_\_  
[REDACTED], President  
Bridge Boston Charter School  
Board of Trustees

BY \_\_\_\_\_  
\_\_\_\_\_

