

August ____ 2015

The purpose of this letter is to outline the proposed terms of your employment as the Executive Director of City on a Hill Public Charter Schools (hereinafter, “COAH”, or the “Employer”, or the “School”).

You (hereinafter, “Employee”) agree to serve in the position of Executive Director (the “Position”) at the School beginning October 1, 2015 and continuing until June 30, 2018 (the “Term”). Employee’s employment may be terminated by the School at any time, with or without cause. However, in the event that Employee is terminated during the Term without Cause (as defined below), then in exchange for a complete release of claims by Employee, the School will pay Employee severance of six months’ base pay, paid out over time in accordance with the School’s normal payroll practices. Employee’s severance benefits will be reduced by any salary Employee receives from a new position of employment during the six-month severance period. For the purposes of this Agreement, “cause” shall be deemed to exist upon a finding by Board of Trustees of the School of any of the following: (a) Employee’s material failure to perform any of his duties and responsibilities hereunder; (b) Employee’s engaging in conduct which is materially injurious to the School; (c) Employee’s commission of a material breach of this Agreement or of any other agreement to which Employee and the Employer are both parties; (d) the commission by Employee of any crime (other than routine traffic violations).

Employee agrees to provide not less than 90 days’ notice of an intention to terminate his employment.

As Executive Director, Employee will report directly to the School’s Board of Trustees and will serve as an *ex officio* member of the Board of Trustees.

Employee is the School’s chief executive officer responsible for ensuring that the School achieves its intellectual and civic values and goals for student performance embodied in the School’s mission. Employee is also the School’s representative to the larger school, political, and fundraising community and is responsible for ensuring that the School is a fiscally viable and sustainable organization. As overseer of key financial and legal issues in the School, Employee will collaborate with key staff and advisors toward achievement of fiscal and legal compliance as well as strengthen and develop community relationships. As Executive Director, Employee holds authority and responsibility for all decisions in the day-to-day operations of the School and is responsible for the hire, supervision, and termination of all School personnel.

Employee shall faithfully and diligently perform such duties as reasonably requested by the Board of Trustees (the “Board”) in accordance with the School’s policies and procedures. Primary responsibilities include managing the network of schools; oversight of the academic program, citizenship and discipline, and student supports services; oversight of the hiring, evaluation, and firing of staff ; oversight of all fundraising efforts; execution of the strategic plan approved by the Board; oversight of school finances; oversight of all program, operations, and facilities; oversight of all matters of public relations and community partnerships; and oversight of all Department of Education reporting.

This list is a good faith effort to define the Position’s responsibilities, but some minor adjustments –additions or subtractions—can be expected and will be accommodated within the framework of this contract. Major changes—changes that substantially augment or diminish the scope or functions of this position will require a written instrument executed by both Employer and Employee.

In connection with the Position, Employee also shall perform functions on behalf of and at the direction of the City on a Hill Charter School Foundation (the “Foundation”). Such functions shall include oversight of fundraising efforts, real estate, facilities, finances and such other matters as determined from time to time by the Board of the Foundation in consultation with the

School. In the event of Employee's termination of employment with the School for any reason, Employee's relationship with the Foundation simultaneously will be terminated.

Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the School and any changes therein which may be adopted from time to time by the School.

Employee shall not engage in or accept any other paid or unpaid employment or occupation during the Employment Period, or directly or indirectly become associated with any other person or entity, without the Employer's written consent, if such employment, occupation or association might interfere in any way with the Employee's performance of his duties hereunder.

During the Term, Employee shall be paid a base salary at a full-time rate \$175,000. Employee will receive a one-time signing bonus of \$10,000, payable on or before December 31, 2015, contingent upon Employee remaining employed by the School on the payment date. For the period of July 1, 2016 through June 30, 2017, Employee will be eligible for a performance bonus of up to \$15,000 (the "2016-17 Bonus"), and for the period of July 1, 2017 through June 30, 2018, Employee will be eligible for a performance bonus of up to \$15,000 (the "2017-18 Bonus"). The amount of the 2016-17 and 2017-18 bonuses will be determined by the Executive Committee of the Board within 30 days of the end of the relevant period based upon metrics agreed upon by the Employee and the Human Resources Committee of the Board, subject to available funds at the School and at the discretion of the Executive Committee of the Board.

Employee will be eligible to receive the standard benefits package as described in the Benefits at a Glance Summary attached hereto.

Employee will be paid in semi-monthly installments for as long as this agreement shall remain in effect. Employer reserves the right to modify the attached non-salary benefits provided to the Employee upon notice to Employee.

Employee's Position shall be on a full-time basis.

Employee hereby represents and warrants to the School that the execution of this agreement by Employee, his employment to the School and the performance of his duties, hereunder, will not violate any agreement with a former employer, client, or any other Person.

Employee agrees not to disclose, either during the time he is employed or following the termination of his employment, to any person or entity, or to use for Employee's own benefit, any confidential information concerning the conduct of the business affairs of Employer, including, without limitation, trade secrets, operational records, marketing plans, financial information, names, addresses, positions, salaries and other terms of employment of other employees.

Employee acknowledges that all records, data, communications and other property of Employer entrusted or loaned to Employee or prepared by Employee during the term of this agreement are Employer's property and Employee agrees to return any material entrusted or loaned to Employee immediately upon termination of his employment.

During Employee's employment, and for the one-year period immediately following the termination of that engagement for any reason, Employee shall not, directly or indirectly, on his own behalf or on behalf of any other person or entity, call upon, solicit, or attempt to solicit any employee or consultant of Employer to work for any entity other than an organization run in conjunction with the Employer.

This agreement is in force from October 1, 2015 through June 30, 2018, subject to the provisions concerning termination set forth above.

This agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether written or oral, between the parties relating to such subject matter.

This agreement may be amended or modified only by a written instrument executed by both the Employer and Employee.

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.

If you are in agreement with the terms and conditions set forth herein, please execute as noted in duplicate and return one original to the undersigned.

Sincerely,

Board Chairman

Board of Trustees

City on a Hill Public Charter Schools

Agreed and Confirmed this the [] day of August, 2015.

By: -----

[NAME]