

Edison Village Charter School

An Edison Partnership School in Kansas City, Missouri

EMPLOYMENT AGREEMENT

This agreement is made this 1st day of April, 1999, between The Edison Project Inc. (hereinafter "Edison") acting on behalf of the Edison Village Charter School Board, (hereinafter the "School" or "Charter School") and Ms. Phyllis Washington (hereinafter sometimes the "Principal"):

1. The Charter School hereby employs Ms. Washington as Principal of the Edison Village Charter School for a term of 2 years commencing May 13, 1999 and terminating on June 30, 2001. This agreement shall thereafter be renewed for annual terms of one year unless either party shall give notice to the other no later than April 30, 2000 or any subsequent April 30. The Principal acknowledges and agrees that the University of Missouri-Kansas City has been granted a Charter by the State of Missouri Charter School Board to operate the Charter school under a Management Agreement, as amended, between The Edison Project Inc. (hereinafter "Edison") acting on behalf of the Charter school and its governing body (the Board), whereby Edison will manage and operate the school according to the comprehensive Edison Partnership School Design, and as more fully described in the Management Agreement, including the appendices incorporated therein. The Principal understands and agrees that the success of the School depends upon the success of the Edison program. The Principal understands and agrees that to achieve the goals of the School, the Principal will cooperate with Edison to implement the Edison Partnership School Design, as that program may evolve or be amended. The Principal also understands and agrees that she is accountable to Edison, and through Edison to the Board, for implementation of the Edison Partnership School Design, and for the success of the School. The Principal further understands that Edison's Vice President of Schools will review and oversee

implementation of that comprehensive design, including the general management of the School.

2. **Expectations and Responsibilities:** It shall be the duty of the Principal to exercise educational and managerial leadership of the Charter School, substantially in accordance with the principles of the Edison Partnership School Design, as specified in the Management Agreement between The Edison Project and the University of Missouri- Kansas City. Specifically, but not by way of limitation, the Principal shall:

- a. communicate the vision that supports the goals of the Charter School as articulated in the Edison Project Partnership School Design, and be a model of its values;
- b. develop a comprehensive School Development and Accountability Plan for achieving the School's vision and work to achieve a common understanding of the direction within the broader school community;
- c. implement the principles and programs of the Edison Partnership School Design at the Charter School;
- d. supervise the program of instruction at the Charter School, in accordance with the School's Partnership School Design;
- e. develop and motivate an effective team of people jointly responsible for the attainment of School goals as articulated in the School Development and Accountability Plan; select, assign, supervise and evaluate instructional and non-instructional staff and contractors, as provided in the Partnership School Design and the Management Agreement; recommend staff salary and/or benefit changes, in accordance with budgetary requirements and Edison's compensation principles as set forth in the Partnership School Design;
- f. continually monitor progress on all measures of School and staff performance; take action to achieve improvements as needed;

g. administer the operating budget of the School, consistent with the School's Charter and the Partnership School Design, and develop future School budgets as provided in the Management Agreement; and

h. perform any and all other duties consistent with the above duties and those duties and responsibilities of an Edison School Principal in developing Edison's national system of schools.

3. **Employment Year:** The Principal will be on a twelve-month work year consisting of a minimum of 220 days.

The Principal shall devote her full attention to the duties enumerated in this agreement, and she shall accept no other employment, full or part time, during the term of this agreement.

4. **Annual Salary and other Compensation:**

a. The annual salary of the Principal for the initial 2 -year term shall be \$95,000.

b. In addition to the base salary set forth in 4a above, the Principal shall be eligible for an annual performance bonus of up to \$5,000 based on Edison's evaluation of her performance, subject to the approval of the Board.

c. The annual salary for any subsequent years for the duration of this employment agreement shall be established by the Board, based upon the recommendations of The Edison Project and consistent with Edison's compensation principles. Specifically, the Principal may receive an annual base salary increase or bonuses based upon cost of living, Edison's merit incentive plan, or other factors, to the extent permitted by law.

d. The principal shall be eligible for stock options in the Edison Project Inc. in accordance with the terms and conditions set forth in Edison's Site Option Plan.

5. **Additional Benefits:** The Principal shall be entitled to the following additional employment benefits during the period of her employment:

- **Health Benefits** - The Principal will be provided with the health insurance, dental insurance, life insurance, AD&D, short-term and long-term disability, and as described in Edison’s employee benefits package. Such insurance coverage is provided subject to the eligibility standards and other requirements established by the insurance company.
- **Workers Compensation**
- **Retirement** - The Principal will be eligible to participate in the Edison 401K Plan.
- **Professional Development** - The Principal will be reimbursed for reasonable expenses in accordance with applicable travel policy while attending or participating in Edison Project sponsored professional development activities/conferences or other professional conferences or training opportunities approved by Edison’s Vice President of Schools.
- **Membership Dues** - The Principal will be reimbursed for membership dues to two professional education organizations of her choice.
- **Personal and Sick Days** - The Principal will receives annually an allowance of 8 paid illness days and 2 paid personal leave days. Such illness and personal days shall not accumulate from one employment year to the next.

6. **Evaluation or Performance Appraisal:** Edison, through its Vice President of Schools or her designee, shall complete the annual performance appraisal of the Principal using Edison’s performance appraisal framework and system. In accordance with the Management Agreement, a copy of the Principal’s evaluation report shall be submitted to the Board each year. The evaluation will include:

- a review of student achievement and school progress as indicated in the school’s End of Year Annual Report;

- observations of the Principal's performance in meeting core expectations; and
- the Principal's self-assessment.

a. The Principal will be held accountable first and foremost for the continuous improvement of student achievement. In addition the Principal shall be accountable for the following:

- implementation of the Edison Partnership School Design
- exceptional teacher performance and growth;
- highly positive customer satisfaction (students, parents, and staff) as measured by regular assessments;
- accurate, rigorous financial management of the School's budget; and
- participation in Edison's system-wide programs for continuous improvement.

b. In addition to a review of student achievement and school progress, the performance appraisal of the Edison Principal will be based upon observations of the Principal by Edison's Vice President of Schools and/or her designee, and upon essential core expectations and other standards substantially consistent with Edison's Ten Fundamentals, outlined in the Edison Partnership School Design.

7. **Dispute Resolution:** In the event of any dispute between the parties concerning the application of interpretation of any provision of this Agreement, which cannot be resolved between them, the matter shall be submitted for arbitration before an arbitrator mutually selected by the parties according to the Voluntary Labor Arbitration rules of the American Arbitration Association, provided that such arbitrator is a member of the bar of the State of Missouri. A party seeking arbitration shall provide at least 20 days written notice to the other party of that party's intent to arbitrate. Any hearing or hearings held or required to be held in connection with arbitration shall take place in Kansas City, Missouri. Each party shall bear its own expense in the arbitration process. The arbitrator shall have no authority to add to, delete from or modify

the terms of this agreement.

8. **Dismissal:** During the twenty-four (24) months of the Agreement, the Principal's employment shall not be terminated except for cause.

9. This contract is entered into in, and shall be governed by the laws of New York.

10. **Contract Amendment:** This Agreement shall constitute the full and complete Agreement between the parties hereto and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

11. If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

12. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

13. Nothing in this Agreement shall be construed as delegating to the Principal any of the powers or authority of the board which are not subject to delegation by the Board under Missouri law.

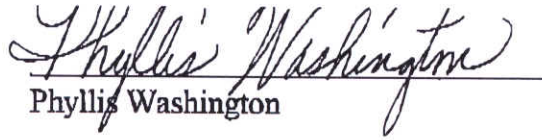
14. This Agreement shall be executed in duplicate originals.

The Edison Project Inc.

The Principal



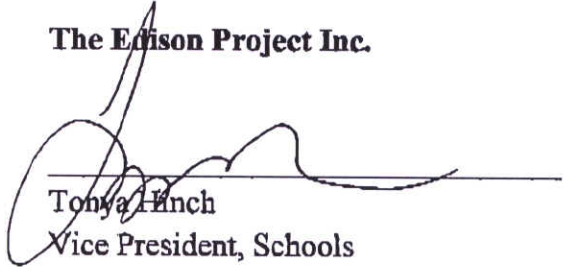
Laura Cobb
Vice President, Schools
The Edison Project
521 Fifth Avenue, 15th Floor
New York, NY 10175



Phyllis Washington

The Edison Project Inc.

Charter School Board



Tonya Hinch
Vice President, Schools
The Edison Project
521 Fifth Avenue, 15th Floor
New York, NY 10175
