

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Agreement**” and/or “**Employment Agreement**”) is effective as of May ____, 2023, between **Matt Cartier** who agrees to serve as the Chief Innovation Officer (“**CIO**” and/or the “**Employee**”), and **KOSON Schools**, a Colorado nonprofit corporation, incorporated pursuant to the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 *et seq.*, and also a charter school network pursuant to the Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.* (“**KOSON**” or the “**Network**”).

RECITALS

A. KOSON desires to hire Employee pursuant to this Employment Agreement to serve as CIO of the Network.

B. Employee desires to be employed by KOSON as its CIO pursuant to this Employment Agreement.

TERMS AND CONDITIONS

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment At-Will. KOSON hereby employs Employee as its Chief Innovation Officer, and Employee hereby accepts such employment upon the terms and conditions hereinafter set forth. Employee is employed at-will, meaning that both Employee and KOSON can end the employment relationship at any time for any reason.

2. Duties. Employee will serve as KOSON’s Chief Innovation Officer, undertaking the duties set forth in the CIO job description, duties prescribed by the KOSON Board of Directors, and all other duties incident to the chief executive of a charter school network such as KOSON (collectively referred to herein as the “**Duties**”). Employee will perform the Duties in accordance with (i) the applicable standards and ethics for the educational profession and specifically for the Network; (ii) the applicable federal, state, and municipal law, and any rule, regulation, policy, or requirement of the KOSON Board of Directors and/or any administrative agency, certification organization or accreditation organization with jurisdiction as to, or pertaining to, the Network, including the Network’s authorizer, the Douglas County School District, and the Colorado Department of Education; and (iii) the written policies, rules, procedures, handbooks and hiring/firing standards established or adopted by the Network.

3. Employment Term. KOSON shall employ the CIO on a full-time basis beginning July 1, 2023 and ending June 30, 2024. Except as otherwise provided herein, this Agreement shall be binding upon the parties for the period from July 1, 2023 through June 30, 2024, subject to the provisions of paragraph 8, below. This Agreement terminates automatically as of June 30, 2024. Prior to that date, the parties shall negotiate whether to renew this Agreement, and, if so, on what terms. As described herein, certain terms may survive the termination of this Agreement, such as those in paragraphs 9, 10 and 11.

4. Compensation. For services rendered by Employee pursuant to this Agreement, KOSON shall pay Employee a base salary equivalent to \$180,000 per year during the Employment Term, less all applicable deductions required by law or permitted by this Agreement. Payments required by this Agreement will be made semi-monthly on KOSON's regular pay cycle, starting in July 2023 and ending June 30, 2024. The CIO shall be eligible to receive a bonus in June 2024 of up to \$30,000 based on meeting performance objectives to be established by the KOSON Board, which may take into account factors like fundraising/donations, enrollment, waitlists for future enrollment, the CIO's leadership evaluation, community feedback, KOSON brand recognition, and/or advances in regard to replicating STEM School in other locations. The KOSON Board of Directors shall have sole and absolute discretion as to whether to award the bonus and the amount of the bonus to be awarded.

In addition, KOSON shall pay to Employee a signing bonus of \$15,000, less all applicable deductions, as part of his first paycheck in July 2023. Employee shall be entitled to this signing bonus only if he begins work as expected in July 2023. Further, if Employee ends his employment at KOSON prior to June 30, 2024, then he will be required to repay this signing bonus within 14 days of the last day of his employment.

5. Benefits. In addition to the compensation set forth in paragraph 4, KOSON shall provide the CIO with \$525.00 per month towards the Employee's health insurance coverage offered by the School. KOSON shall also contribute 100% of the monthly premium for the Employee's vision and dental insurance and 100% of the monthly premium for the Employee's Life/AD&D insurance, short-term disability, and long-term disability. Employee is subject to a 6-month probationary period from his date of hire to qualify for Life/AD&D insurance, short-term disability, and long-term disability coverage. Employee is responsible for any and all dependent health, vision, or dental insurance coverage as well as any Life/AD&D insurance coverage for his dependents. Employee must participate in PERA; therefore, KOSON shall withhold the required amounts for PERA, currently that consists of a Colorado tax at 11% for Employee.

6. Paid Time Off. On the first day of his employment, Employee shall accrue twenty (20) days of paid time off (PTO) for use during this initial employment term from July 1, 2023 to June 30, 2024. For all subsequent contract years, if any, Employee shall accrue up to twenty days of PTO on the first day of the new term. Employee shall roll over all unused days from one term to the next. However, the maximum number of days of PTO the Employee can ever have is twenty-five, and he may only use up to twenty-five days in any one school year. Accrued but unused PTO will be paid out upon termination of employment. Employee shall also receive the following paid holidays from KOSON: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. In the event one of the aforementioned holidays falls on a weekend, KOSON's human resources department will notify Employee of the alternate workday on which the holiday will be celebrated for pay and leave purposes.

7. Sick Leave. Employee shall be entitled to a total of six (6) days of paid sick leave during an academic school year. Sick leave may not be accumulated from one year to the next. Upon termination, KOSON will not pay Employee for accrued but unused sick leave.

8. Termination. KOSON or Employee may terminate this Agreement and Employee's employment at-will, meaning either party may terminate them at any time and for any reason or no reason.

8.1. Request for Three Months' Notice. Given the disruption to the Network if Employee leaves, KOSON requests that the CIO give not less than three (3) months of advance written notice to the KOSON Board prior to his departure. Similarly, Employee requests that the KOSON Board give him no less than three (3) months of advance written notice if they are not going to renew his contract for another term. The parties agree that these are requests only, and they do not alter at-will status.

8.2. TABOR Clause. Any financial commitment on the part of the Network is subject to annual appropriation by the Network, and the parties agree that (i) the Network has no obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the contract term, and (ii) the Network has not irrevocably pledged and held for payment sufficient cash reserves for funding the financial obligations under this Agreement for any subsequent fiscal year.

9. Ownership of Work Product. KOSON shall own all right, title, and interest in and to all results and the work product of Employee's services to the Network (the "**Work Product**") (all of which shall be deemed proprietary), free of any reserved rights by Employee, whether or not specifically enumerated in this Agreement. Employee hereby assigns all rights, title and interest in and to such Work Product, including any copyrights in such Work Product, to the Network. Employee will, at any time during employment or after termination, on request of KOSON, execute specific assignments in favor of KOSON or its nominee of any Work Product and copyrights in such Work Product, as well as execute all papers and perform all lawful acts the Network considers necessary, helpful, or advisable for the preparation, prosecution, issuance, procurement, maintenance, protection from infringement, and enforcement of intellectual property rights in such Work Product and for the transfer of any interest Employee may have in the intellectual property rights in such Work Product to the Network or its nominee. Such assistance both during employment and after termination shall be provided without further remuneration to Employee.

10. Restriction on Using KOSON's Trade Secrets to Compete Against KOSON.

10.1. KOSON's Trade Secrets. The parties agree that KOSON possesses valid trade secrets, which are defined as the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to KOSON's business which is secret and of value. The parties further agree that KOSON has taken measures to prevent its trade secrets from becoming available to persons other than those selected by KOSON leadership to have access thereto for limited purposes.

10.2. CIO is a Highly Compensated Worker. The parties agree that the CIO is a highly compensated worker as that term is understood in C.R.S. 8-2-113(2)(b).

10.3. Covenant Not to Compete. For a period of one year commencing on Employee's last day of employment (the "Restricted Period"), Employee shall not, directly or indirectly (including, without limitation, by assisting others), use any of KOSON's trade secrets to engage in as employee, principal, director, officer, advisor, consultant, or otherwise, any school or educational provider that directly competes with KOSON within a fifteen-mile radius from KOSON or any of KOSON's schools or facilities. The parties agree that "directly competes" means a full-time charter school, a school with a special emphasis on science, technology, engineering, and math, or a project-based-learning school. Employee is not limited by this paragraph 10.3 from working at a school or educational provider that does not "directly compete" with KOSON, as defined herein.

11. Non-Hire/Non-Solicitation of KOSON Employees. During the Restricted Period, Employee shall not, directly or indirectly (including, without limitation, by assisting others), hire or solicit, or attempt to hire or solicit, any KOSON employee who is, or in the prior twelve (12) months was, employed by KOSON; *provided*, that nothing in this Section 11 shall prohibit Employee from making any solicitation that consists of a general advertisement or general solicitation that is not targeted at employees of KOSON (so long as the requirements in this Section 11 are otherwise followed, including, without limitation, the no-hire provision).

12. Other Provisions. The following provisions shall apply:

12.1. Annual Evaluation

(a) Written Annual Evaluation. Each year the Board of Directors shall evaluate and assess, in writing, the performance of the CIO during the term of this Agreement. This evaluation and assessment shall be related to the duties of the CIO as outlined in the Job Description, any further position description for the CIO as adopted by the Board of Directors, and the goals and objectives for the CIO as developed annually by the CIO and the Board of Directors.

(b) Evaluation Format. The Chair of the Board shall meet and discuss the evaluation format with the CIO in an attempt to reach an agreement and adopt a mutually-agreeable evaluation format. In any event, the Board of Directors shall adopt an evaluation format for use pursuant to this section.

(c) Meeting Regarding Written Evaluation. At least once per year, in a month mutually agreed upon by the parties, the KOSON Board of Directors, or representatives thereof, and the CIO shall meet for the purpose of mutual evaluation of the CIO. In the event that the Board of Directors determines that the performance of the CIO is unsatisfactory in any aspect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board of Directors deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the CIO. The CIO shall have the right to make a written reaction or response to the evaluation.

(d) Personnel File. Both the Board of Director's evaluation and the CIO's written response, if any, shall become a part of the CIO's personnel file. In any event, within

thirty (30) days of the delivery of the written evaluation to the CIO, representatives of the Board of Directors shall meet with the CIO to discuss the evaluation.

(e) Notice of Complaints. The Board of Directors agrees to provide the CIO with full and prompt information concerning any and all complaints the Board of Directors receives that are made about the CIO or about Network operations. This provision shall not inhibit the Board's ability to follow the Network's grievance policy with respect to any grievances about the CIO.

12.2. Professional Meetings. The CIO shall be encouraged to attend appropriate professional meetings and conferences. The expenses of said attendance shall be incurred by the Network, subject to the Board's annual budget.

12.3. Professional Development. KOSON shall reimburse the costs and expenses for Employee to continue his professional development by participating in the following types of activities that are designed to improve Employee's ability to perform professional responsibilities for KOSON: programs and other activities conducted or sponsored by local, state, and national school administrators and school board associations, especially those that focus on charter schools; seminars and courses offered by public or private educational institutions; and informational meetings with other persons of particular skills or backgrounds. All such activities may be coordinated with the Board.

12.4. Limits on Outside Activities. The CIO shall devote full time and due diligence to the affairs and activities of the Network. The parties agree that it is almost certain that the duties of the Network will occupy all, or almost all, of the CIO's working hours. However, the parties further agree that, so long as other activities do not impede the CIO's ability to perform his duties to the Network, he may serve as a consultant to other schools or educational agencies, lecture or engage in writing and speaking activities, and engage in other professional activities. The CIO shall review these activities periodically with the Chair of the Board of Directors. Further, the parties acknowledge that Employee has had a consulting business, but that he will not actively participate in the work of that business while employed as CIO unless the Board gives written authorization in advance.

12.5. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the CIO arising out of or in connection with the CIO's employment, and the CIO was acting within the scope of employment or official duties, the Network shall defend and indemnify the CIO for any costs not provided by liability insurance. However, such indemnification and provision for defense counsel shall not apply to acts or alleged acts of willful and/or wanton neglect of duty; of intentional acts or alleged intentional acts to injure or harm persons or property including, but not limited to, criminal charges; or to claims or alleged claims, including civil actions, arising out of or connected with activities beyond and/or outside the scope of the CIO's employment duties. To the extent this provision conflicts with KOSON's bylaws or other policy on indemnification, the bylaws or other policy shall control.

12.6. Expenses. The Network will pay or reimburse the CIO, upon submission of the appropriate receipts, for all necessary and reasonable expenses, including those expense allowances as provided in this Agreement. It is intended that this will include both in-house and

external entertainment of KOSON parents, directors, alumni, faculty, staff, etc. The Network will ask that its public accountant review the appropriateness and reasonableness of those expenses from time to time and at minimum annually during the course of its annual audit.

13. General Provisions.

(a) Waiver. The waiver of any provision of this Agreement will not be effective unless in writing and executed by the party against whom enforcement of the waiver is sought.

(b) Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may not be amended except by written instrument executed by the parties hereto.

(c) Attorneys' Fees. If any dispute arises out of the subject matter of this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party its costs and expenses (including reasonable attorneys' fees) incurred in litigating or otherwise resolving such dispute.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

(e) Severability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be severable and not affected thereby.

(f) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g) Assignment. The rights and obligations of KOSON and Employee hereunder shall inure to the benefit of and shall be binding on their respective successors and assigns. Employee may not assign his rights or obligations hereunder without the prior written consent of KOSON, which may be withheld in its sole and absolute discretion. KOSON may assign its rights under this Agreement upon written notice to Employee.

14. Claims. Employee shall be barred from bringing any claims arising from this Agreement, the inducement therefore, or the termination thereof, unless Employee provides to KOSON written notice of Employee's claim within six (6) months after the claim arises.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

MATT CARTIER

KOSON Schools,
a Colorado nonprofit corporation

Chief Innovation Officer

By: _____
Kelly Reyna
Chair of the Board of Directors

Date

Date

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