EMPLOYMENT AGREEMENT
By and Between
ALGIERS CHARTER SCHOOL ASSOCIATION, INC.
And
ADRIAN MORGAN

This employment agreement ("Agreement"), effective June 30, 2013, by and between the Board of Trustees (the "BOARD") of Algiers Charter School Association, Inc. ("ACSA"), 3712 MacArthur Blvd., Suite 100A, New Orleans, Louisiana 70114, herein represented by its President, Colin Brooks, and Adrian Morgan ("Mr. Morgan"), 507 Pacific Avenue, New Orleans, Louisiana 70114 (each a "Party", and together the "Parties");

WHEREAS, Mr. Morgan currently serves as the Interim CEO of ACSA under an agreement with ACSA which terminates on June 30, 2013; and

WHEREAS, ACSA, after due consideration by the BOARD, now desires to remove the "Interim" tag and employ Mr. Morgan as its Chief Executive Officer ("CEO")/Director of Charter Schools to lead the operations of ACSA; and

WHEREAS, the BOARD believes that this Agreement is necessary to describe specifically the roles and relationships of the Parties and to serve as the basis of effective communication between them as they fulfill their respective governance and administrative functions in the operation of the charter school education programs of ACSA.

NOW, THEREFORE, the BOARD and Mr. Morgan, for the consideration and cause herein specified, agree as follows:

1. TERM

1.1 This Agreement shall be effective as of June 30, 2013, and shall remain in effect until June 30, 2014 (designated the "Term").

2. COMPENSATION; OTHER BENEFITS

2.1 In consideration for Mr. Morgan serving as CEO, ACSA shall provide Mr. Morgan with the following compensation and benefits:

2.1.1 An annual salary of one hundred sixty thousand dollars ($160,000) for the Term of this Agreement. As required by law, ACSA will withhold all required state, federal, local, income, and payroll taxes or other benefits as provided under this Agreement.

2.1.2 The BOARD shall consider and may approve an annual increase to Mr. Morgan's salary based on annual cost of living increases approved for

ACSA staff and his satisfaction of the Performance Objectives and fulfillment of his Duties. Mr. Morgan shall receive no increase in salary, without express approval of the BOARD.

2.1.2(a) The BOARD may consider and approve an annual discretionary bonus to Mr. Morgan awarding up to an additional ten (10%) percent of his annual salary. Said discretionary bonus shall be based upon Mr. Morgan's satisfaction of the Performance Objectives, including, but not limited to, Sections 5.7, 5.10, and 5.12.

2.1.3 Health insurance coverage and retirement premiums per state contract and in accordance with ACSA policy.

2.1.4 Vacation Leave. As of August 1, 2013, Mr. Morgan will be entitled to ten (10) vacation days per year of this Agreement. All vacation days must be used by May 31, 2014. Any unused vacation days will not accumulate or carry forward. Mr. Morgan shall not receive payment for unused vacation time. Mr. Morgan shall notify the BOARD's President prior to the use of any vacation leave. Mr. Morgan shall also be entitled to all paid holidays for 12 month employees on the ACSA School Support Center Staff and all other State holidays and declarations as provided by ACSA policy.

2.1.5 Sick Leave. As of August 1, 2013, Mr. Morgan shall receive up to five (5) days of medical furlough during the Term. Any unused sick days do not accumulate or carry forward. Mr. Morgan shall not receive payment for unused sick days. Mr. Morgan shall notify the BOARD's President when absent for illness for more than one (1) day. In addition, Mr. Morgan shall provide to the Board President medical documentation of any illness resulting in an absence of more than one (1) day.

2.1.6 Disability. Short term and long term disability income protection premiums per state contract and in accordance with ACSA policy.

2.1.7 The BOARD shall pay Mr. Morgan's membership charges to professional administrative and education associations of state, national, and/or international/origin. Membership shall be at the option of Mr. Morgan upon considering the necessity to maintain and improve his professional skills, as permitted by state law. Such memberships shall be subject to the approval of the Board President.

2.1.8 Mr. Morgan is not entitled to earn compensatory time under any circumstances.

2.1.9 Salary Advance. Five (5) days after the execution of this Agreement, Mr. Morgan shall be advanced ten thousand dollars ($10,000) of salary as stated in section 2.1.1. In satisfaction of this advanced $10,000 of salary, Mr. Morgan shall begin to receive a reduced gross salary payment starting on July 15, 2013 and ending on September 30, 2013. In other words, Mr. Morgan's salary payment shall be reduced by approximately one thousand six hundred and sixty-six dollars ($1,666) per pay period of a total of six pay periods. Should this Agreement terminate at any date prior to September 30, 2013, then Mr. Morgan shall owe ACSA the remainder of the advanced amount of $10,000 that has not yet been earned as wages as of the date of termination. (For example, if this Agreement terminates on July 20, 2013 - Mr. Morgan would have earned 20 days' pay at $438.37 a day. As such, Mr. Morgan would receive $8767.12 and would owe ACSA the remainder of the $10,000 advance). Any such amount owed by Mr. Morgan to ACSA shall be withheld from any final payment due Mr. Morgan upon termination. In addition, Mr. Morgan shall not be able to use any vacation or sick time prior to September 30, 2013.

3. Duties

Mr. Morgan's responsibilities and duties shall include the following:

3.1 Subject to the BOARD's supervision, Mr. Morgan is authorized to establish and administer all academic, curriculums, administrative, and ancillary services matters in relation to the ACSA charter schools and shall be specifically responsible for fulfilling the following responsibilities:

3.1.1 Establishing the school calendar, work year, and hours of employment for personnel assigned to the ACSA charter schools and any administrative staff.

3.1.2 Directing and overseeing student registrations and school admissions.

3.1.3 All employment decisions with ACSA will be under the authority of Mr. Morgan. The CEO shall have the ultimate authority for hiring and dismissing all ACSA personnel, including, but not limited to, all School Support Center Staff, all school personnel, and those individuals identified in Section 3.1.5.

3.1.4 Directing and overseeing the day-to-day operations in the ACSA charter schools and the administration of the ACSA charter schools.

3.1.5 Having direct managerial direction and oversight of the functions of all School Principals, Curriculum Managers, Special Education Manager, Operations Manager, and having indirect managerial direction and oversight of all personnel under the supervision of the individuals listed above, including all Teachers and School Staff, Technology/IT Manager, Ancillary Services Manager, Human Resource Manager, Finance Manager.

3.1.6 Coordinating professional development for Principals, Assistant Principals, Teacher Leaders, and Teachers.

3.1.7 Establishing and maintaining curricula for the ACSA charter schools.

3.1.8 Having direct administrative responsibility for special education services for ACSA students, including identification, evaluation and placement but excluding all due process and other adversary proceedings conducted in connection therewith.

3.1.9 Participating in budget and finance report formulations with an opportunity to review and comment before ACSA approval.

3.2 Mr. Morgan shall organize and arrange administrative and supervisory staff, including instruction and business affairs as best serves the mission and programs of ACSA.

3.3 Mr. Morgan shall prepare and submit an annual operating budget in conformance with Louisiana law governing the ACSA charter schools to the BOARD for its approval.

3.4 Mr. Morgan shall keep the BOARD informed of all material events and developments affecting ACSA and its programs. Said efforts shall include, but not limited to, reports of activities at each regularly scheduled meeting of the ASCA Board and alerting the Board President of any significant developments.

3.5 For the BOARD's consideration, Mr. Morgan shall from time to time suggest regulations, rules, and procedures deemed necessary for the orderly operation of ACSA and its various programs.

3.6 Mr. Morgan shall lead the BOARD through the development of a three year strategic plan that will define ACSA's specific growth goals and other operational matters that define ACSA's operational and strategic objectives during that period.

3.7

Mr. Morgan shall perform all other duties incidental to the office of CEO and such other duties as may be prescribed by the BOARD from time to time or as may be proposed by Mr. Morgan.

4. OTHER RESPONSIBILITIES

Mr. Morgan shall satisfy the following Performance Objectives established by the BOARD, which are consistent with the established mission of ACSA and the goals and objectives of the BOARD:

5.1 Mr. Morgan will assess and identify in reports to the BOARD opportunities and obstacles of ACSA including but not limited to curriculum, faculty, finances, statewide relations, partnerships, physical realities. These reports will be provided on an ongoing basis to the BOARD at their meetings.

5.1(a). Mr. Morgan shall promulgate an annual budget for ACSA central office and charter schools by June 30 of each year. The BOARD will access and evaluate Mr. Morgan's budget compliance during the previous academic year, and the report will be part of Mr. Morgan's annual review.

5.2 Mr. Morgan will enhance relations with the BOARD. In addition to convening and helping to lead regular meetings of the BOARD, Mr. Morgan will meet one-on-one with each BOARD member at least once annually.

5.3 Mr. Morgan will recruit full-time staff members. To this end, Mr. Morgan will submit a report to the BOARD documenting recruitment efforts made. A report on such efforts will be submitted annually to the BOARD.

5.4 Mr. Morgan will strengthen ties with Orleans Parish School Board ("OPSB"), the Louisianan Board of Elementary and Secondary Education ("BESE"), and the Recovery School District ("RSD"), which efforts may include participation in any joint-agency task force to target and outline opportunities for collaboration between ACSA, OPSB, BESE, and RSD. Mr. Morgan will report task force findings to the BOARD at its regular meetings.

5.5 Mr. Morgan will strengthen ties to the State Legislature and State government, and will make efforts to play a stronger advocacy role with government officials to benefit ACSA. A report on such efforts will be submitted annually to the BOARD.

5.6 Mr. Morgan will report to the BOARD on his progress toward achieving these Performance Objectives on a quarterly basis. The Board will assess the progress, and the report will be part of Mr. Morgan's annual review.

5.7 Mr. Morgan will diligently work to improve the academic proficiency of all the ACSA charter schools. In particular, Mr. Morgan will work to improve the ACSA charter schools currently deemed *academically unacceptable* pursuant to the uniform statewide program of school and district accountability established pursuant to rules adopted by BESE to a level of proficiency that will cease the *academically unacceptable* designation. Said efforts shall include the development of a structured system improvement plan which contains timetables, measurable goals, and priorities and shall provide for instructional, organizational and budgetary plans deemed necessary to cease this designation. These efforts will coincide with the efforts necessary to fulfill the obligations of a local superintendent under La. R.S. 17:10.6. The minimum performance objective to be achieved by said designated school shall be no less than a ten (10%) percent increase in percentage growth in one school year.

5.8 Mr. Morgan will enhance relations with the faculty of the ACSA charter schools, which efforts may include working to provide increased opportunities for input in decision making issues. Mr. Morgan shall conduct a detailed survey of the faculty which shall specifically query faculty members on his efforts in this regard. A report of such efforts will be submitted annually to the BOARD.

5.9 Mr. Morgan will advance administrative leadership interaction and feedback with faculty departments in regards to budget process and future planning. A report of such efforts will be submitted annually to the BOARD.

5.10 Mr. Morgan will recruit a student body. To this end, Mr. Morgan will submit to the BOARD detailed recruitment plan for each school, as well as a summary of students applying and resulting enrollment statistics. Such a summary will provide an analysis and identification of factors that obstruct or advance enrollment of students in ACSA. Mr. Morgan will present this recruitment report to the BOARD no later than March 31 of each calendar year. The minimum performance objective for Mr. Morgan for each year shall be measured by evaluating schools that are deemed *academically acceptable* pursuant to the uniform statewide program of school and district accountability established pursuant to rules adopted by BESE and have obtained a projected enrollment of ninety (90%) or above its designated student enrollment capacity.

5.11 Mr. Morgan will implement a program designed to increase parental participation in ACSA charter schools. . A report detailing the efforts, challenges, and opportunities in meeting this objective will be submitted to the BOARD no later than March 31 of each calendar year.

5.12 The minimum performance objectives for Mr. Morgan for each year shall be measured by the percentage growth of one school year of those diploma-track students who have completed both pre- and post-achievement tests for the school year – or by September 30th. For ACSA charter schools deemed *academically acceptable* pursuant to the uniform statewide program of school and district accountability established pursuant to rules adopted by BESE, the percentage of such students achieving one school year growth during the first year of this Agreement shall be ten (10%) percent. For each successive year of this Agreement, the percentage of students' achieving one school year growth shall be provided to the BOARD no later than September 30 of each calendar year and used as the performance goals for that current academic year.

5.13 By mutual agreement, the Parties may further define or modify Performance Objectives 5.1 – 5.12 and may add additional Performance Objectives. Mr.

Morgan shall submit to the BOARD recommended additional performance objectives and goals necessary to fulfill the obligations of CEO and the mission of ACSA within thirty (30) days of the effective date of this Agreement. The BOARD shall consider the recommended additional performance objectives and goals, and shall determine whether to use them no later than thirty (30) days after receipt thereof.

6. EVALUATION

6.1 Prior to March 31, 2014, Mr. Morgan shall receive an evaluation of his work performance conducted by the BOARD, or a committee thereof. Mr. Morgan shall be evaluated based on the Performance Objectives and fulfillment of CEO's duties. Mr. Morgan shall submit to the BOARD a recommended format for the evaluation and assessment of his performance within thirty (30) days of the effective date of this Agreement. The BOARD shall consider Mr. Morgan's recommended format and shall determine the format to be used in CEO's evaluation. In the event the BOARD determines that Mr. Morgan's performance is unsatisfactory in any respect, it shall describe in reasonable detail instances of unsatisfactory performance.

7. TERMINATION OF EMPLOYMENT CONTRACT

7.1 This Agreement may be terminated by:

7.1.1 Mutual agreement of the Parties.

7.1.2 Retirement or death of Mr. Morgan.

7.1.3 Disability of Mr. Morgan. In the event Mr. Morgan becomes mentally or physically disabled during the term of this Agreement so that he is unable to perform substantially all of his normal duties of employment for a period of ninety (90) days, but not earlier than all of Mr. Morgan's sick leave being exhausted, the Agreement shall be terminated by the BOARD. All obligations of the BOARD to Mr. Morgan, and Mr. Morgan to the BOARD shall cease upon such termination. Mr. Morgan shall not be entitled to any severance payment upon such termination.

7.1.4 For Cause. The Board has the right to terminate this Agreement at any time for Cause. Cause shall include failure to satisfy the Performance Objectives in any material aspect, conviction for a felony crime, acts of moral turpitude, and gross mismanagement or neglect of duty. Prior to terminating Mr. Morgan for Cause, the BOARD shall provide Mr. Morgan with written notification of the specific action(s) or failure to act constituting Cause for termination, and shall provide Mr. Morgan the opportunity to respond to such notice and reasonable time to correct such conduct of not lot less than thirty (30) days. Notwithstanding the foregoing, the BOARD shall not be required to grant Mr. Morgan time to correct conduct constituting gross mismanagement or neglect of duty, conviction for a felony crime or acts of moral turpitude if the granting of such time shall be deemed by the BOARD to be detrimental to ACSA. Such determination and reasons therefore shall be specified in writing to Mr. Morgan by the BOARD. Mr. Morgan shall be entitled to appear before the BOARD to discuss such Cause. Mr. Morgan shall have the right to be accompanied by legal counsel at such appearance, and he shall bear any cost involved therein. Mr. Morgan shall not be entitled to any severance payment in the event of termination for Cause. The burden of proving Cause shall at all times be borne by the BOARD, unless otherwise specified by law.

7.1.4(a) "Cause" shall also mean, without limitation, revocation of ACSA's charter or liquidation or dissolution of ACSA, or ACSA's loss of control of ACSA schools to the State or other entity. If termination under this provision occurs, then ACSA will provide Mr. Morgan with thirty (30) days written advance notice.

7.1.5 BOARD prerogative. Prior to July 31, 2013, the BOARD shall not have the right to unilaterally terminate this Agreement without Cause. However, after July 31, 2013, the BOARD may, at its option, and by a minimum of ninety (90) days written notice to Mr. Morgan, unilaterally terminate this Agreement. In such event, the BOARD agrees to employ Mr. Morgan and Mr. Morgan agrees to continue working under the then-current terms and conditions of this Agreement for the ninety (90) day period. At the conclusion of the ninety (90) day period, this Agreement shall be effectively terminated, and the BOARD shall not be obligated to pay to Mr. Morgan a severance payment. All benefits due to Mr. Morgan under this Agreement shall continue until the effective date of termination of this Agreement, and the BOARD shall comply with the terms and conditions of the pension plan with respect to any matching employee contributions made by Mr. Morgan prior to the effective date of termination of this Agreement. In the event of such a termination and upon payment of the required severance, Mr. Morgan shall waive any right to a hearing before the BOARD which he may be otherwise entitled to under this Agreement. All obligations between the Parties shall cease upon the effective date of termination of this Agreement.

8. PROFESSIONAL LIABILITY

8.1 The BOARD agrees that it shall defend, hold harmless, and indemnify Mr. Morgan from any and all demands, claims, suits, actions, and legal proceedings brought against Mr. Morgan in his individual capacity or in his official capacity as an agent and employee of the BOARD to the extent permitted by state law, and provided the incident arose while Mr. Morgan was acting within the course and scope of his employment and without willful, wanton, or gross negligence. The BOARD shall not defend, hold harmless, and indemnify Mr. Morgan from any criminal litigation. Subject to Section 9 of this Agreement, the BOARD has no obligation to indemnify, hold harmless, and defend Mr. Morgan in disputes between the Parties.

9. DISPUTES

9.1 The Parties can compel attendance at non-binding mediation in an effort to resolve disputes prior to submitting to binding arbitration if the BOARD delivers a notice to terminate to Mr. Morgan. Unless otherwise agreed, Mr. Morgan and the BOARD shall share equally in all expenses incurred in connection with the non-binding mediation.

9.2 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, if not otherwise resolved by amicable means, shall be settled by private binding arbitration to be held in New Orleans, Louisiana in accordance with the rules of the Louisiana Arbitration Act or the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any claim for wrongful termination, breach of contract, employment discrimination of any nature, harassment, and any other employment-related claims, including any claims arising under any statutes, shall be submitted to binding arbitration. By way of further example, but not by way of limitation, the Parties agree that any claim for back pay, wages, front pay, damages, compensatory damages, punitive damages, medical benefits, retirement benefits, life insurance benefits, disability insurance benefits, and/or injunctive relief, as authorized by federal and/or state statutes, shall be submitted to binding arbitration. Each Party shall bear the cost of its own attorney fees. All arbitration fees and expenses, excluding each Party's attorney fees, shall be paid and divided equally between the Parties.

10. NOTICES

10.1 All notices made from one Party to the other shall be in writing and either hand delivered with return receipt requested or sent to the addresses first set forth above by certified mail by return receipt requested. A courtesy copy of all notices to Mr. Morgan shall be sent to 507 Pacific Avenue, New Orleans, Louisiana 70114. A courtesy copy of all notices to the BOARD shall be sent to Mark R. Beebe, Esq., Adams and Reese, 4500 One Shell Square, New Orleans, Louisiana 70139.

11. MISCELLANEOUS

11.1 This Agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing signed by both Parties.

11.2 If any part of this Agreement shall be held invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. The parties agree to execute any additional documents reasonably required to evidence the rights granted hereunder.

11.3 Neither Party shall be deemed to be in material breach of any of its obligations hereunder unless and until the non-breaching party shall have given the breaching party specific written notice of the nature of such breach and the breaching party shall not have remedied such breach within thirty (30) days after actual receipt of such written notice.

11.4 This Agreement is entered into in the State of Louisiana in accordance with the laws of that state applicable to contracts negotiated, executed and wholly performed therein.

11.5 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, all previous understandings, whether oral or written having deemed merged herein.

11.6 This Agreement may be executed in multiple counterparts.

11.7 For purposes of this Agreement, facsimile signatures shall be deemed to be equal to originals.

11.8 The Parties have negotiated this Agreement at arm's length and cooperated in drafting and in preparing this Agreement, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it.

AGREED and signed in multiple originals this 28 day of March, 2013.

CEO

ADRIAN MORGAN

ALGIERS CHARTER SCHOOL ASSOCIATION, INC.

COLIN BROOKS
President