

FIXED TERM EMPLOYMENT AGREEMENT
Between
OAKLAND MILITARY INSTITUTE & MARY STRESHLY

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Oakland Military Institute (“OMI”), a California public charter school approved by the Oakland Unified School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of OMI’ charter, and in implementing OMI’ policies and procedures. The parties recognized that the provisions of the California Education Code do not govern OMI, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, OMI is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, OMI is authorized pursuant to the terms of the charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, OMI desires to retain the services of the Employee of OMI by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and OMI desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE**

Subject to Section 12, “Termination of Contract” herein, OMI hereby employs the Employee to serve as the Superintendent for a term of three and a half (3 ½) years commencing on January 1, 2023 and ending June 30, 2026.

The Board shall meet on or before June 30, 2025 to determine whether, based on the Employee’s performance to date, the Employee’s contract shall be extended or renewed.

The Superintendent position is a full-time position exempt from overtime law. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the work day.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with OMI.

2. **COMPENSATION**. The Employee will receive a gross base salary of \$225,000 per year, to be paid monthly, subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all

scheduled work days of the position. The Employee shall also be eligible for an annual salary increase, which shall be equal to the cost of living increase provided to OMI's certificated faculty, up to a cap of 5% of the Employee's total annual salary. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At OMI's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to OMI' employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Sick Leave.** The Employee shall receive paid sick leave in the same amount that is received by OMI's certificated employees. The Employee like other certificated may carry over paid sick leave year to year for purposes of transfer or conversion to service credit at retirement and use accumulated sick leave in the event of a serious illness.
- c. **Holidays.** The Employee may take holiday days according to the calendar of holidays observed by the School annually.
- d. **Professional Development.** OMI shall pay for the Employee's membership dues in the Association of California School Administrators ("ACSA"). With approval from the Board President, OMI shall also pay for the Employee's membership in other relevant professional organizations and for the Employee's attendance at professional training sessions and conferences that enhance the Employee's performance.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.** In accordance with the terms of this Agreement, the Employee shall be required to work a minimum of 220 days throughout each year. The Employee shall provide the Board a monthly calendar of school days actually worked.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description for the position. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 12.

7. **EXPENSE REIMBURSEMENT.** OMI shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable OMI policy and authorization.

8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and

will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in her or her professional capacity or within the scope of her or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.
10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with OMI.
11. **OUTSIDE PROFESSIONAL ACTIVITIES.** Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. OMI shall in no way be responsible for any expenses attendant to the performance of such outside activities.
12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or the Employee's failure to satisfactorily perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of six (6) months following the effective date of termination, whichever is less.

- c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
- d. **Revocation/Nonrenewal:** In the event that the OMI charters are either revoked or nonrenewed, this Agreement may be terminated by the Board upon the revocation/nonrenewal of the charter and without the need for the process outlined in Sections a or b above. However, it is the intent of the Board that the Employee shall assist with appeals and challenges to any revocation/nonrenewal or other adverse modification of charter.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
14. **REQUIRED CONTRACT PROVISIONS.** The following provisions are required to be included in this Agreement by the California Government Code:
- a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
- b. **Required Reimbursements.** The Employee shall be required to reimburse OMI for any salary or fees received from OMI in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the terms of this Agreement, if the Agreement is terminated, the Employee must reimburse OMI for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.
15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

18. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.

19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of OMI

DATED: _____

By: _____
 Honorable Edmund Gerald Brown, Jr., Board Chair

DATED: _____

By: _____
 Mary Streshly, Superintendent

This Employment Agreement is subject to ratification and approval by the Governing Board of OMI.

Attachment A – Superintendent Job Description

The Superintendent is the Chief Executive Officer of OMI. The Superintendent reports to the Board and is responsible for providing overall leadership and direction to the organization in the fulfillment of the Board policies and priorities. The Superintendent promotes the vision of the Board and is the Board's chief advisor, overseeing the strategic and operational plans of OMI.

The title of "Superintendent" may change from time to time by action of the OMI Board. In the event this occurs, the change will be made in name alone. No changes shall be made to the duties, job description, or employee qualifications. Changing the title in this matter shall not constitute a material revision of the charter.

The Superintendent has overall day-to-day management responsibilities of the Charter School, determined by the Board as outlined in the bylaws, job specification, and job specific employment contract. The Superintendent ensures the Charter School operates in fulfillment of the mission as spelled out in the charter and in compliance with charter school law, OMI bylaws and applicable education law. The Superintendent operates with the Board and its committees to ensure the Charter School makes sound strategic decisions based on the effective use of student, program, and fiscal data. The Superintendent ensures that the Charter School maintains a focus on student achievement. The Superintendent serves as a spokesperson for OMI to further the Charter School's prominence within the local, state, and national education and charter school communities.

Specifically, the responsibilities of the Superintendent, or his or her designee, include, but are not limited to, the following:

- Oversee the strategic and operational plans of OMI.
- Oversee the day-to-day management of OMI.
- Develop Board meeting agendas in conjunction with the Board President in compliance with the Brown Act.
- Supervise and evaluate the administrative team and oversees the certificated and classified personnel evaluation process.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the Board.
- Communicate with legal counsel and any outside consultants.
- Stay abreast of education laws and regulations.
- Oversee all purchasing, pay warrants, requisitions, and other expenditures.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Establish and execute enrollment procedures.
- Oversee all necessary financial reports as required for proper ADA reporting.
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Present financial reports to the Board.
- Supervise student disciplinary matters when necessary.
- Attend all Board meetings.
- Establish procedures designed to carry out Board policies.
- Oversee all responsibilities, obligations, and duties not assigned to the Board.

The Board and the Superintendent will work together to set annual goals. The Board evaluates the

Superintendent's performance at least annually.