

FIXED TERM EMPLOYMENT AGREEMENT
Between
THE ACADEMY OF ALAMEDA & CHRISTINE CHILCOTT

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

RECITALS

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

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

WHEREAS, the Employee and AOA 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 11, “Termination of Contract” herein, AOA hereby employs the Employee to serve as the Executive Director for a term of three (3) years commencing on July 1, 2023, and ending June 30, 2026.

The Executive Director position is a full-time position exempt from overtime law. The work year for the position is 225 days, including all teacher workdays, at least 5 days after the end of the teacher work year and 5 days before the start of the new teacher work year, with the remaining days scheduled by the Employee and the Board as appropriate. A copy of the work year calendar is attached as **Attachment A** and incorporated by reference herein, subject to modifications by the Board as needed. As a minimum performance requirement, the workday schedule for the position shall be Monday through Friday, during regular business hours. 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 AOA.

2. **COMPENSATION.**

The Employee will receive a gross base salary of \$192,400 per year for the first year of the Agreement, with a cost-of-living increase of four percent (4%) in the second year of the Agreement on July 1, 2024, and an additional cost of living increase of four percent (4%) in the third year of the Agreement on July 1, 2025.

The Employee's salary shall be paid monthly, subject to all regular withholdings, for as long as the Employee remains employed with AOA and in paid status. The Employee's compensation may be prorated depending on whether the Employee works a reduced number of workdays or separates early from AOA.

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 AOA's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to AOA's employees, including entitlement to participation in the California State Teacher's Retirement System, subject to program and eligibility requirements.

b. **Sick Leave.** The Employee shall be entitled to receive twelve (12) days of paid sick leave each year. Sick days do not accrue or carry over from year to year and are not paid out upon separation from employment.

c. **Holidays.** The Employee shall be entitled to receive paid holidays off according to the calendar of holidays observed by the School annually. The Employee shall not be entitled to additional compensation for working during a paid holiday.

4. **JOB DUTIES.** The Employee will perform all job duties for the position as well as any reasonably related duties assigned by the Board consistent with AOA's charter. A copy of the job description is attached and incorporated by reference herein, subject to modifications by the Board as needed.

5. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and mutually agreed upon defined annual goals. 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 he or 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 11.

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

7. **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.

8. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his 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.

9. **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 AOA.

10. **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. AOA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

11. **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, the Employee may be disciplined (e.g., reprimand, suspension without pay, etc.) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; unprofessionalism, misconduct, or dishonest behavior; conviction of a crime; violation of the Employee Handbook; or the Employee's failure to satisfactorily perform their job duties.

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 respond to the letter and to attend a conference with the Board with a representative of their choice. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. The Board may elect to modify a dismissal decision in its sole discretion.

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 his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) 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 AOA charters are either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.
12. **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.
13. **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 AOA for any salary or fees received from AOA 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 term of this Agreement, if the Agreement is terminated, the Employee must reimburse AOA 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.
14. **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.
15. **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.
16. **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.
17. **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 both parties.

18. **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.
19. **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.
20. **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.
21. **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 AOA

DATED: _____

By: _____
Christine Chilcott, Executive Director

DATED: _____

By: _____
David Forbes, Board Chair

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