



**Exempt EMPLOYMENT AGREEMENT
BETWEEN URBAN MONTESSORI CHARTER SCHOOL AND**

NAME	DANIEL BISSONNETTE
ROLE	HEAD OF SCHOOL
SALARY	\$ \$164,656.52 (1.0 FTE)
CONTRACTED DAYS	225
SCHEDULE	MONDAY-FRIDAY, 7:45 AM - 4:15 PM
CONTRACT START DATE	JULY 1ST, 2024

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Board of Directors (“Board”) of the Urban Montessori Charter School (“Urban Montessori”), a California public charter school approved by the Alameda County Office of Education. The Board desires to hire employees who will assist Urban Montessori in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of Urban Montessori’s charter. The parties recognize that Urban Montessori is not governed by the provisions of the California Education Code except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, Urban Montessori and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. Urban Montessori has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. Urban Montessori has been duly approved by the Alameda County Office of Education, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Urban Montessori has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, Urban Montessori

is considered a separate legal entity from the Alameda County Office of Education, which granted the charter. The Alameda County Office of Education shall not be liable for any debts and obligations of Urban Montessori, and the employee signing below expressly recognizes that he/she is being employed by Urban Montessori and not the Alameda County Office of Education.

3. Pursuant to Education Code section 47610, Urban Montessori must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Urban Montessori shall be deemed the exclusive public school employer of the employees at Urban Montessori for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position above at Urban Montessori. The Employee will perform such duties as Urban Montessori may reasonably assign and the Employee will abide by all Urban Montessori's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of Urban Montessori's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of Urban Montessori.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be between 7:45 am and 4:15 pm at 4551 Steele Street. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. 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 Urban Montessori.

3. **Compensation**

The annual salary for this position is listed above to be paid bi-monthly, subject to all required 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. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by Urban Montessori (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Urban Montessori in its sole discretion.

5. **Employee Rights**

Employment rights and benefits for employment at Urban Montessori shall only be as specified in this Employment Agreement, Urban Montessori's charter, the Charter Schools Act and Urban Montessori's Employee Handbook, which from time to time may be amended and modified by Urban Montessori. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with Urban Montessori.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials.

7. **Child Abuse Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his or her employment whom he/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/she is a childcare custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

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.

Employee will be required to submit evidence from a licensed physician and/or licensed entity 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. **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 his/her employment with Urban Montessori.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Board of Directors, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. Urban Montessori shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent Urban Montessori from disciplining or dismissing the Employee at-will in accordance with this Agreement.

C. **EMPLOYMENT AT-WILL**

Urban Montessori may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advanced notice, at Urban Montessori's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Urban Montessori's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Urban Montessori. No one other than the Board of Urban Montessori has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of Urban Montessori and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. TRANSITION PERIOD

1. Starting April 1st, 2024, Daniel will serve in capacity as Incoming Head of School to gradually assume more responsibilities from the current Head of School in preparation for the role. During this transitional period, April 4th- June 30th, 2024, his salary will be \$141,553.26

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Urban Montessori on the terms specified herein.
2. All information I have provided to Urban Montessori related to my employment is true and accurate.
3. A copy of the job description, and the current school schedule are attached hereto.
4. This is the entire agreement between Urban Montessori and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Urban Montessori Charter School Approval:

Representative Signature: _____ Date: _____

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