

AT-WILL EMPLOYMENT AGREEMENT
Between
COMPASS CHARTER SCHOOLS AND J.J. LEWIS

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Compass Charter Schools (“Compass”) for a period of three (3) years, beginning July 1, 2016 and terminating June 30, 2019. The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of Compass’ charters. The parties recognized that the provisions of the California Education Code do not govern Compass, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

R E C I T A L S

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

WHEREAS, Compass is authorized pursuant to the terms of the Charter to appoint and hire 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; and

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

WHEREAS, the Employee and Compass 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:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of President & Chief Executive Officer. Employee will perform such duties as Compass may reasonably assign and Employee will abide by all Compass’ policies and procedures as adopted and amended from time to time. Employee further agrees to abide by Compass’ charters.

2. **Work Schedule**

The daily work schedule for this full-time position shall generally be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available at/to Compass during this time period, the duties of this position may require work on weekends and before and after the regular hours of the work day.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

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 Compass.

3. **Compensation**

The annual compensation for this position shall be \$134,496, subject to all regular withholdings, which shall be paid in 24 bi-monthly installments of \$5,604.00. Employee's compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

4. **Benefits:**

a. **Health/Retirement Benefits.** At the expense of Compass, the Employee shall be afforded such health and other benefits of employment as shall be granted to Compass's management employees, including entitlement to participation in the Compass 403(b) plan.

b. **Vacation Leave.** The Employee shall be entitled to vacation to be accrued at the rate of 0.41666 days per pay period (10 days annually). Vacation leave may accrue up to a cap of fifteen (15) days.

c. **Personal Leave.** The Employee shall be entitled to 10 personal days annually. Personal leave will be front-loaded on July 1. Unused days do not roll over and are not paid out.

d. **Sick Leave.** The Employee shall be entitled to five (5) sick days annually. Sick leave may accrue up to a cap of fifteen (15) days and are not paid out.

e. **Car Allowance.** The Employee shall be entitled to a monthly car allowance of \$500, which shall be paid in 24 bi-monthly installments of \$250.

5. **Performance Evaluation**

The Board shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. 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 Employee and he 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 Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate the Employee shall in no way impair the ability of the Board to release the Employee on an at-will basis as outlined below.

6. **Employee Rights**

Employment rights and benefits for employment at Compass shall only be as specified in this Employment Agreement, Compass' charter, the Charter Schools Act and Compass' Employee Handbook, which from time to time may be amended and modified by Compass. 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, Employee shall not acquire or accrue tenure, or any employment rights with Compass.

7. **Licensure**

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

8. **Professional Education, Organizations and Meetings**

Compass shall pay Employee's annual membership dues to the Association of California School Administrators. Compass may pay membership fees for Employee in various other professional organizations and committees subject to prior Board approval. Employee shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations. In order to stay current and knowledgeable, and provide the Board with timely guidance and advice, the Employee is encouraged to attend workshops and conferences. Compass shall also pay, through reimbursement up to \$10,000 per year, for enrollment in a degree program focused on educational leadership.

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 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 is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. 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 he/she was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

11. **Conflicts of Interest**

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. 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 Compass.

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

13. **Expense Reimbursement**

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

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 Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse Compass for any salary or fees he receives from Compass in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must reimburse Compass for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

C. **EMPLOYMENT AT-WILL**

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

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 Compass. No one other than the Board of Compass 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 Compass 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. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Compass on the terms specified herein.
2. All information I have provided to Compass related to my employment is true and accurate.
3. This is the entire agreement between Compass 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: _____

Compass Approval:

Date: _____
Peter McDonald, Board Chair