

EMPLOYMENT AGREEMENT
BETWEEN
CONTRA COSTA SCHOOL OF PERFORMING ARTS
&
ROBERT CHALWELL

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Board of Directors (“Board”) of ChartHouse Public Schools (“ChartHouse”) and the above-named employee, to serve as the Executive Director (“Executive Director”) of the Contra Costa School of Performing Arts (“SPA”), a California public charter school approved by the Contra Costa County Office of Education. The Board desires to hire employees who will assist SPA in achieving the goals and meeting the requirements of SPA’s charter. The parties recognize that SPA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Executive Director for purposes of assisting SPA in implementing its purposes, policies, and procedures.

WHEREAS, SPA and Executive Director wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

RECITALS

WHEREAS, ChartHouse holds the SPA charter petition and operates the SPA charter school, and SPA is a charter school organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, ChartHouse is authorized pursuant to the terms of the SPA Charter to appoint and hire an Executive Director to assist the Board and to carry out the duties and functions as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in any related job description and;

WHEREAS, ChartHouse desires to retain the services of the Executive Director as Executive Director of SPA by way of this Agreement and the Executive Director is qualified to perform such duties; and

WHEREAS, the Executive Director and ChartHouse 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, and Section 12, “Non-Renewal/Expiration of Term,” ChartHouse hereby employs the Executive Director for a one (1) year term, beginning July 1, 2021 and ending June 30, 2022.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Executive Director shall be

Monday through Friday, with daily work hours at the School of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Executive Director may need to be performed outside of the work schedule, as well as before and after the regular work year or hours of the work day.

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

2. **COMPENSATION.** The Executive Director will receive an annual gross base salary of \$135,139.49, to be paid in twelve equal monthly payments, subject to all regular withholdings. The Executive Director's compensation may be prorated depending on whether the Executive Director remains employed, or in active work status, for all scheduled work days of the position. Based upon the annual performance of the Executive Director as documented in the performance evaluation, as well as the financial stability of the School, the Executive Director may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Executive Director 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.** The Executive Director shall be afforded such health and other benefits of employment as shall be granted to SPA's other employees, including entitlement to participation in STRS.
4. **DUTIES.** The Executive Director shall perform the duties of Executive Director as directed by the Board, Board Policy or procedures, prescribed by the Charter, or 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 Executive Director may be altered from time to time by the Board.
5. **WORK YEAR.** In accordance with the terms of this Agreement, the Executive Director shall be required to work a minimum of 230 days throughout the calendar year.
6. **PERFORMANCE EVALUATION.** The Board shall evaluate the performance of the Executive Director at least once annually. This evaluation shall be based on the job description. 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 Executive Director 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 Executive Director, the Board shall meet with the Executive Director to discuss the evaluation. Failure to evaluate the Executive Director shall not impair the Board's right to terminate this Agreement pursuant to Section 12.
7. **EXPENSE REIMBURSEMENT.** ChartHouse shall reimburse the Executive Director for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable ChartHouse policy and authorization.
8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Executive Director will be acquired through submitting the Executive Director's fingerprints to the California Department of Justice. The Executive Director 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 Executive Director 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 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 Executive Director 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. **CONFLICTS OF INTEREST.** The Executive Director understands that, while employed at the School, he or she will have access to confidential and proprietary information. The Executive Director 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 employment with SPA.
11. **OUTSIDE PROFESSIONAL ACTIVITIES.** Upon obtaining prior written approval of the Board, the Executive Director may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. ChartHouse 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 events:
 - a. **Termination For Cause:** The Executive Director may be terminated by the Board at any time for cause. In addition, the Executive Director 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; any ground enumerated in the Executive Director Handbook; or the Executive Director's failure to satisfactorily perform his 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 Executive Director. The Executive Director shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Executive Director'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 Executive Director 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 Executive Director:** The death of the Executive Director shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Executive Director becomes incapacitated to the extent that, in the judgment of the Board, the Executive Director may no longer perform the essential functions of his 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 SPA charter with its granting agency is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Executive Director 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 Executive Director multiplied by twelve (12).
 - b. **Required Reimbursements.** The Executive Director shall be required to reimburse ChartHouse for any salary or fees he receives from ChartHouse 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, the Executive Director must reimburse ChartHouse 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.
 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. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other

party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. 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. This Agreement may be modified by mutual agreement between the Board and the Executive Director at any time.
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
CHARTHOUSE PUBLIC SCHOOLS**

DATED: _____

By: _____
Deborah Padberg, Board Chair

DATED: _____

Robert Chalwell, Executive Director

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