

FIXED TERM EMPLOYMENT AGREEMENT
Between
CHARTHOUSE PUBLIC SCHOOLS & CATHERINE FOSTER

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

R E C I T A L S

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

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

WHEREAS, the Employee and SPA 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, SPA hereby employs the Employee to serve as the Executive Director for a term of one (1) year commencing on July 1, 2024 and ending July 30, 2025.

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

- 2. COMPENSATION.** The Employee will receive a gross base salary of \$150,000 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. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. 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 SPA's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to SPA's employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
 - b. **Vacation Leave.** The Employee is also entitled to fifteen (15) days of vacation per year. Vacation may be carried over year to year up to a cap of 22.5 days. Once the Employee reaches the cap, no further vacation leave shall accrue until some vacation time is utilized. Vacation days may be used by the Employee subject to the prior approval of the Board.
 - c. **Sick Leave.** The Employee shall be entitled to twelve (12) sick days annually. Sick days do not accrue or carry over from year to year and are not paid out upon separation of employment.
 - d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
 - e. **Phone Stipend.** The Employee shall be reimbursed \$40.00 per month.
 - f. **Wellness Days.** The Employee shall be entitled to four (4) wellness days per year, which may be used to account for situations that require the employee to be absent from work to attend to matters that cannot be accomplished during the regular workday. Wellness days are not vacation and do not carry over or accrue from year to year, and are not subject to payout upon separation of employment. Wellness days may be used by the Employee subject to the prior approval of the Board.
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 term of this Agreement, the Employee shall be required to work a minimum of **230** days throughout each year.
6. **EVALUATION.** The Board shall evaluate the performance of the Employee 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 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 12.
7. **EXPENSE REIMBURSEMENT.** SPA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable SPA 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 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.

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 SPA.

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. SPA 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; any ground enumerated in the Employee Handbook; or the Employee'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 Employee. The Employee shall have the right to a representative of his 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 his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of one (1) month 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 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 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.

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 SPA for any salary or fees received from SPA 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 SPA 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 SPA

DATED: _____

By: _____
Heather Vega, Board Chair

DATED: _____

By: _____
Catherine Foster, Executive Director

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

Attachment A – Executive Director Job Description

Job Description

The Executive Director should have demonstrated experience in managing charter school organizations. The Interim leader will provide oversight, leadership, and direction throughout the school year. The Executive Director shall also serve as the acting Chief Business Officer. The individual who assumes this role should have the ability, skills, and experience to quickly assume leadership of the Contra Costa School of Performing Arts and build productive relationships with SPA's students, staff, community, leadership team, Board of Directors, and other key stakeholders and partners.

The ideal candidate is an experienced administrator at a District or charter school with a strong understanding of public compliance, school budgeting, and academic systems. Experience as a performing arts administrator is also preferred. Due to the timing of this appointment, the duties of the Executive Director will focus heavily on supporting and sustaining ongoing initiatives while also identifying opportunities for growth and improvement. The Executive Director will report to the Board of Directors and directly manage the leadership team's performance.

Qualifications, Education/Certification:

- Hold or have had a California Teaching Credential (preferred but not required)
- Hold or be eligible for a California Administrative Credential (preferred but not required)
- Master's degree in educational administration or the equivalent
- Experience and insight into the charter school sector and familiarity with the needs and priorities of charter schools

Special Knowledge/Skills:

- An understanding of school law, school finance, and curriculum and instruction Demonstrated ability to manage budgets and personnel
- Demonstrated ability to interpret policy, procedures, and data
- Organizational, communication, public relations, and interpersonal skills

Experience:

At least 5 years' experience in an administrative leadership role in education or education-adjacent organizations preferred; Five years of successful teaching experience; Five years of experience and demonstrated knowledge of charter school operations is preferred. Experience leading a performing arts or specialized secondary school is a plus.

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional Management

- Be informed about all aspects of the instructional program and ensure that there is a continuous focus on improving student academic performance
- Provides leadership and supervision of standards-based curriculum and instruction in alignment with the philosophy outlined in the charter school's vision and mission
- Prepare reports and assist the Board in evaluating the effectiveness of school programs

School or Organization Morale

- Demonstrate skill in anticipating, managing, and resolving conflict
- Provide for two-way communication with Charter personnel
- Maintains good working relationships with the staff, directing and implementing lines of communication with them

School or Organization Improvement

- Conduct periodic evaluations with other administration members of all programs and operations to determine improvements needed to reach Charter goals
- Use a collaborative decision-making and problem-solving process whenever appropriate

- Promote goal-oriented performance and support the achievement of teacher performance objectives (academic excellence indicators)
- Provides leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance

Personnel Management

- In collaboration with the director-level team, identifies and projects staffing needs in relation to student enrollment and programmatic considerations
- Promote a positive work environment that fosters high staff morale and excellence in the Charter
- In consultation with the Director of Human Resources and other director-level team, recommend the employment, discharge, evaluation, and transfer of all personnel
- Provide leadership with the administrative team to define the duties of all personnel
- Serve as liaison between the Board and staff
- Develop pay systems and adjustments to be proposed to the Board for final approval

Management of Fiscal, Administrative, and Facilities Functions

- Be informed of developments in state, federal, and local laws and changes in public policy affecting education
- Develop administrative procedures and regulations to manage school operations and implement policies approved by the Board
- Ensure timely submissions of all reports required by the Board, the CDE and other federal and state agencies and any records subpoenaed by a court of law. Involve all Directors in the preparation of the annual proposed budget to the Board
- Review reports to ensure that all financial accounting and funds are spent in accordance with the approved budget and managed effectively
- Ensure compliance with all applicable state and federal requirements
- Oversee programs and plans to ensure that the school and facilities are properly maintained, and that adequate provision is made for the safety of students, employees, and other users of school facilities
- Verify that Charter School property, casualty, and workers compensation loss to ensure that appropriate risk management and loss control strategies are employed
- Establishes and maintains a mutually supportive relationship with our authorizers and communicate pertinent school information.

Student Management

- Ensure a favorable education environment through the implementation of an equitable and effective system of student disciplines
- Ensure that programs for students with special needs (Special Education, English Learners, etc.) are implemented according to legal requirements including individualized learning plans
- Work with staff, Board, and community to plan and implement support services for students

School or Community Relations

- Develop and implement effective communication between the Charter and community
- Promote community support and involvement with the Charter
- Represent the Charter in activities involving other school systems, institutions, agencies, and professional or community groups

Professional Growth and Development

- Formulate, with the Board, an annual professional development plan
- Assist the Board in designing a process for evaluating the Executive Director's performance
- Pursue professional development through reading, attending conferences, and involvement with related agencies or organizations
- Encourage, create, and support the professional development of all staff
- Provides leadership and coaching to the director level staff

Board Relations

- Organize with the other Directors the preparation of Board agendas and meeting materials in cooperation with the Board president
- Attend and participate in all Board meetings except closed session meetings from which the Executive Director is excluded
- Serves as professional advisor to the Board of Directors, keeping them fully informed on all programs, practices, issues, challenges and opportunities of the charter schools; provide them with all information and data for decision making
- Recommend policies to the Board for adoption and oversee the implementation of adopted policies
- Exercise discretion and judgment in matters not covered by Board policy
- Implements Governing Board policy and communicates with parents and staff about Board expectations
- Maintains records of Governing Board policies, meeting agendas/minutes and other required legal documents required by the Board and applicable law
- Communicate with the Charter's attorney on matters in litigation or matters potentially in litigation except as otherwise directed by the Board

SUPERVISORY RESPONSIBILITIES:

In coordination with the Principal, the Executive Director exercises general supervision over the school, is responsible for guiding, training, and evaluating the performance of the staff and all Directors.

Ideal candidates will possess the following beliefs and qualities:

- Actively cultivate a culture of equity and inclusion
- Make decisions and enable others to make decisions based on what is best for students
- Effectively manage change amid uncertainty
- Clearly and effectively communicate transparently and openly with all stakeholders regularly
- Foster a culture of collaboration, feedback, and cohesiveness, striking a balance between autonomous decision making and consensus
- Serve as an effective steward of resources, prioritizing available resources to support teaching and learning
- Resilience in the face of challenges
- Approach all work through the lens of both equity and excellence
- Build relationships marked by trust and respect with a diverse set of stakeholders

SALARY PLACEMENT

This twelve (12) month per year position will be on an individual contract. This classified administrator position will be placed on the Certificated Management Salary Schedule. Step placement is based on experience.

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