

**FIXED TERM EMPLOYMENT AGREEMENT  
BETWEEN  
CALIFORNIA MONTESSORI PROJECT & GARY BOWMAN**

This Employment Agreement ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of the California Montessori Project ("CMP"), a California public charter school approved by the California State Board of Education and the local school districts in which CMP campuses are geographically located. The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of CMP's charter. The parties recognize that the provisions of the California Education Code do not govern CMP, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

**RECITALS**

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

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

WHEREAS, the Employee and CMP 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. **EMPLOYMENT.** The Board hereby engages the services of the Employee as the Executive Director/Superintendent at CMP. The Employee accepts the offer of employment as outlined herein and agrees to perform all of the duties commensurate to the position under the supervision and direction of the Board.
2. **TERM OF EMPLOYMENT.** Subject to Section 14, "Termination of Contract" herein, CMP hereby employs the Employee to serve as Executive Director/Superintendent for a definite term beginning July 1, 2017 and ending June 30, 2020. The Board may exercise its option to extend this Agreement for up to an additional twelve (12) months.

No one other than the Board of CMP has the authority to alter this agreement, or to make any agreement contrary to CMP policy. Further any such agreement must be in writing and must be signed by the Employee and the Chairman of the Board and must specifically state the intention to alter this employment agreement.

If the Employee is intending to pursue other employment, he shall notify the Board of such intent as soon as possible. If Employee is actively seeking other employment, he shall notify the Board of such activity not later than the first regular meeting in January.

3. **WORK SCHEDULE.** The work schedule for this position shall be: Full-time, salaried, exempt, 250 days per year, Monday through Friday, with a minimum daily work schedule as approved by the Board.

In support of the achievements of CMP students, the Employee is encouraged to attend various school functions and events as available. Further, the Employee shall be required to participate in certain CMP programs which may be held outside of normal work hours for the purpose of promoting CMP's academic program and building relationships within CMP's school community. Examples of such programs include staff meetings, parent meetings, community meetings, certain school board meetings, trainings, school-wide and campus based special events and student promotion/graduation ceremonies. These time commitments shall be designated by the Employee and/or Board and are factored into the annual compensation set forth in Section 4 below.

By virtue of the administrative nature of this position and the required education and training of the employee, the Employee is considered an exempt employee. As such, this position is not eligible for overtime or compensatory time.

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 CMP.

4. **COMPENSATION.** In exchange for the Employee's services as outlined above, the employee shall be compensated at the rate of \$205,000 gross annual salary for the 2017-2018 fiscal year, \$215,000 gross annual salary for the 2018-2019 fiscal year, and \$225,000 gross annual salary for the 2019-2020 fiscal year, from which CMP shall withhold all statutory and other authorized deductions. The Employee's annual salary will be paid in twelve (12) equal payments on the last business day of the month from July through June each year.

In the event Employee resigns, is terminated or otherwise fails to complete the full number of designated days of service as outlined in this Agreement prior to the end of this Agreement, Employee shall be required to repay any unearned salary.

5. **BENEFITS.**

- a. **Health Benefits.** The Employee will be entitled to participate in designated employee benefit programs and plans established by CMP for the benefit of its employees (subject to program and eligibility requirements). Premium costs above the maximum employer contribution will be deducted from the Employee's monthly paycheck as applicable.

Should the Employee elect to waive group health benefits under this Section, the Employee shall receive a total in-lieu payment equal to the monthly waiver amount.

The Employee will also be entitled to participate in AFLAC plans to include optional premium products, and 125 cafeteria plans for unreimbursed medical and childcare benefits.

In the event employee is no longer eligible for benefits either due to the termination of active employment or a change of status, eligibility for such benefits (and in-lieu stipends) ends on the last day of the month following the last day worked. In such cases, the Employee may be eligible for continued coverage at the Employee's expense, subject to plan guidelines and requirements (COBRA). Information regarding continuation coverage is outlined in CMP's personnel handbook and also available from CMP's Plan Administrators.

- b. Term Life Insurance. CMP provides a \$25,000 term life insurance policy to full-time employees during the course of active employment. Coverage begins on the first of the month following submission of application. Coverage ends at the termination of employee's employment or change of status and is not portable or transferable. There is no cost to the employee for this benefit.
- c. Vacation Time and Paid Holidays. Full-time employees working forty (40) hours per week year-round are entitled to paid vacation allowance. Vacation time for the Employee under this Agreement shall be twenty (20) paid vacation days, earned at the rate of one (1) day for every twelve (12) days worked. Full-time employees working forty (40) hours per week year-round shall also receive ten (10) paid holidays per year as designated on CMP's school calendar.

During intersession periods, the Employee shall designate ten (10) days of school-wide closure of all CMP operations. These ten (10) days shall be designated on the school calendar and are factored into the calculation for the annual compensation set forth in this Agreement. No additional wages are earned during these periods of operational closure.

CMP recognizes the importance of a period of rest and rejuvenation away from the job and encourages all employees to utilize their vacation allowances for such purpose. To that end, the Employee is encouraged to schedule vacation usage during school closures and intersession periods. Moreover, it is expected that the Employee shall consider the optimum time for scheduling time off while also considering the impact of such an absence in relation to pending school operations and activities, and the need for administrative coverage.

- d. Sick Days. Full-time employees working forth (40) hours per week year-round are entitled to a paid sick leave allowance. The sick leave allowance for the Employee under this Agreement shall be ten (10) paid days earned and available to be used at the rate of one (1) day for every twenty-five (25) days worked.

For purposes of sick leave allowance calculation and accrual, only full years of full-time service shall be included in service credits for this section. For the purpose of STRS, unused sick days may be accrued into the following year. Unused sick days are not paid out upon separation.

6. **DUTIES.** The Employee shall perform the duties outlined in the position's job description found at Attachment A, in addition to such duties as CMP may reasonably assign, and shall abide by all CMP's policies and procedures as adopted and amended from time to time. These policies are located in the Policy and Procedures Handbook which the Employee is required to read and keep updated on. Employee further agrees to abide by the provisions of CMP's charter. A copy of the job description for the above position shall be made available and incorporated by reference herein. CMP may amend these duties from time to time at CMP's discretion.
7. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 250 days throughout the calendar year.
8. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and incorporate feedback gathered from the confidential annual employee survey.

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.

9. **EXPENSE REIMBURSEMENT.** CMP shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable CMP policy and authorization. CMP shall also pay applicable membership fees for the Association of California School Administrators (ACSA) and other memberships as may be approved by the Board and included in the annual CMP budget.
10. **CLEARANCES/LICENSURE/CREDENTIALS.** The Employee understands that employment is contingent upon obtaining, maintaining and verification of any applicable licensure credentials, including but not limited to: Current CPR & First Aid certificates, current negative TB test results and clear LiveScan reporting.
11. **CHILD ABUSE 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 is certifying that he or she has knowledge of California Penal Code section

11166 and will comply with its provisions. This code is provided in CMP's Personnel Handbook.

12. **CONFLICTS OF INTEREST.** The 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 CMP.

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

14. **TERMINATION OF CONTRACT.** This Agreement may be terminated by any of the following:

a. **Expiration of Term.** The Board may elect not to renew this Agreement without cause at its sole discretion by providing the Employee with written notice of non-renewal by June 1, 2020.

b. **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; any ground enumerated in the Employee Handbook; or the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

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/her 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.

c. **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/her salary (based any remaining calendared work days) for the term of this Agreement or for a period of three (3) month(s) following the effective date of termination, whichever is less.

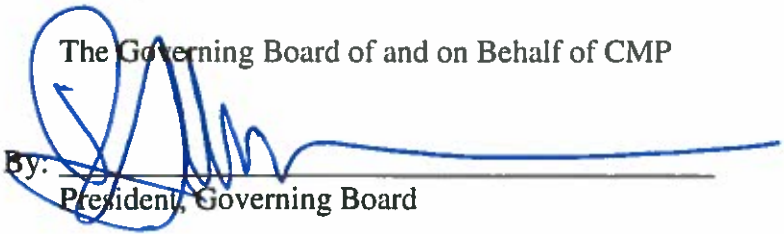
d. **Death or Incapacitation of the Employee.** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

e. **Revocation/Nonrenewal.** In the event that the CMP 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.

15. **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/Superintendent multiplied by 12.
  - b. **Required Reimbursement:** The Executive Director/Superintendent shall be required to reimburse CMP for any salary or fees he receives from CMP 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/Superintendent must reimburse CMP 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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

Dated: 5/8/17 \_\_\_\_\_  
By:  \_\_\_\_\_  
President, Governing Board

Dated: 5/8/17 \_\_\_\_\_  
 \_\_\_\_\_  
Gary Bowman, Executive Director/Superintendent

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