

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
CALIFORNIA MONTESSORI PROJECT & BRETT BARLEY**

This Employment Agreement (“Agreement”) is entered into by and between the Governing Board (“Board”) of the California Montessori Project (“CMP”), a California nonprofit organization operating multiple charter schools, and Brett Barley (“Barley”) wherein Barley shall serve as the Executive Director/Superintendent for CMP. 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 organized and operates pursuant to the provisions of each of its Charter documents (“Charters”) and applicable law; and

WHEREAS, CMP is authorized pursuant to the terms of each Charter to appoint and hire Barley 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 Barley by way of this Agreement and Barley is qualified to perform such duties; and

WHEREAS, Barley 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 Barley as the Executive Director/Superintendent at CMP. Barley 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 Barley to serve as Executive Director/Superintendent for a three (3) year term beginning July 1, 2022 and ending June 30, 2025.

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 Barley and the Chair of the Board and such agreement must specifically state the intention to alter this employment agreement.

During the term of this Agreement, if Barley intends to pursue other employment, he shall notify the Board of such intent as soon as possible. If Barley 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, Barley is encouraged to attend various school functions and events as available. Further, Barley 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 Barley 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 Barley, Barley is considered an exempt employee. As such, this position is not eligible for overtime or compensatory time.

Barley 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 Barley's services as outlined above, Barley shall be compensated at the rate of \$255,000 gross annual salary, from which CMP shall withhold all statutory and other authorized deductions. Barley'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.

During the term of this Agreement, the Board may decide to provide compensation increases at its discretion, based upon the performance of Barley as determined by the Board's annual evaluation, and subject to financial conditions. Any such increases shall be appropriately indexed and consistent with any other legal requirements.

In the event Barley 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, Barley shall be required to repay any unearned salary.

5. **BENEFITS.**

- a. **Health Benefits.** CMP will pay up to \$12,000 toward Barley's annual health benefit premiums, and Barley 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 Barley's monthly paycheck as applicable.

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

Barley 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 Barley 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, Barley may be eligible for continued coverage at Barley'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 Barley 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 Barley 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, Barley 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, Barley is encouraged to schedule vacation usage during school closures and intersession periods. Moreover, it is expected that Barley 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 forty (40) hours per week year-round are entitled to a paid sick leave allowance. The sick leave allowance for Barley under this Agreement shall be ten (10) paid days 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.

- e. Retirement. Barley is entitled to participate in STRS subject to program and eligibility requirements.
- 6. DUTIES. Barley 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 Barley is required to read and keep updated on. Barley further agrees to abide by the provisions of each of CMP's charters. 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, Barley shall be required to work a minimum of 250 days throughout the calendar year.
 - 8. EVALUATION. The Board shall evaluate the performance of Barley at least once annually. This evaluation shall be based on the job description, a confidential employee survey and performance indicators, including but not limited to, progress toward goals set by the Board and the Superintendent in alignment with the organization's Strategic Plan.

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 Barley 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 Barley, the Board shall meet with Barley to discuss the evaluation.

9. **EXPENSE REIMBURSEMENT.** CMP shall reimburse Barley 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. CMP shall also provide \$300 monthly "Employee Expense Allocation" for automotive mileage (subject to regular withholdings), and Employee shall not otherwise claim mileage reimbursement.
10. **CLEARANCE/LICENSURE/CREDENTIALS.** Barley 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, Barley 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.** Barley understands that, while employed at the School, he will have access to confidential and proprietary information, and Barley will comply with all CMP policy and applicable law concerning conflicts of interest. 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, Barley 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 Barley with written notice of non-renewal by June 1, 2025.
 - b. **Termination for Cause.** Barley 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

Barley'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 Barley. Barley shall have the right to a representative of his/her choice at a conference with the Board. The conference with the Board shall be Barley'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 Barley the remainder of his/her salary (based any remaining calendared work days) for the term of this Agreement or for a period of six (6) month(s) following the effective date of termination, whichever is less.
 - d. Death or Incapacitation of Barley. The death of Barley shall terminate this Agreement and all rights entitled under this Agreement. In the event that Barley becomes incapacitated to the extent that, in the judgment of the Board, Barley 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: 3/18/22

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The Governing Board of and on Behalf of CMP


President, Governing Board


Brett Barley, Executive Director/Superintendent

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