

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
SEBASTOPOL INDEPENDENT CHARTER SCHOOL
AND
CHRISTOPHER WILLIAM TOPHAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Directors (“Board”) of the Sebastopol Independent Charter School, an independent public charter school (“SICS” or “the Charter School”) and Christopher William Topham (“Chris Topham” or “Executive Director”).

RECITALS

The SICS Charter document authorizes the Board to hire the SICS Executive Director to assist the Board and to carry out the duties and functions set forth herein as the EXECUTIVE DIRECTOR DUTIES.

The Board wishes to hire Chris Topham as Executive Director and Chris Topham wishes to serve as Executive Director of SICS. The Board and Chris Topham wish to formalize the employment relationship pursuant to the terms and conditions set forth in this Agreement.

Accordingly, in consideration of these recitals and the mutual terms, conditions and covenants contained herein, the Board and Chris Topham hereby agree as follows:

AGREEMENT

1. **TERM.** Subject to the terms and conditions contained herein, the Board hereby employs the Executive Director from July 1, 2015 to June 30, 2018.
2. **SALARY.** The Executive Director’s gross annual salary shall be \$98,510.00 for 1 FTE position, subject to all regular withholdings and payable in 12 equal pro-rata monthly payments. Gross annual salary will be reviewed by the Board on an annual basis and may be increased at the Board’s discretion. The Executive Director’s position is management/salaried and is not subject to hourly limitations, state or federal overtime law, or statutes relating to compensatory time off.
3. **BENEFITS.**
 - a. **Health Benefits.** The Executive Director shall be entitled to receive the same Charter School paid health, dental, vision and retirement benefits as provided to other full time employees of the Charter School.
 - b. **Vacation Leave.** The Executive Director shall be provided fifteen (15) days of vacation annually, which shall be accrued in ten (10) hour increments each pay period. Vacation may be accrued to a maximum of 360 hours. Once the maximum accrual is reached, the Executive Director shall not earn or accrue additional vacation leave until vacation is taken such that the Executive Director’s vacation accrual is reduced below the maximum accrual allowed. Once the

accrual is so reduced, the Executive Director will recommence accruing vacation. The Executive Director shall use his or her best discretion in determining the dates of this vacation period so as to minimize disruption to school operations and planning. The Executive Director shall be entitled to pay for any vacation leave accrued and unused remaining at the expiration or termination of this Agreement, up to the maximum allowed accrual of 360 hours.

- c. **Sick Leave.** The Executive Director shall be allocated nine (9) days of sick leave annually, which may accrue. The Executive Director shall not be entitled to pay for any accrued unused sick leave remaining at expiration or termination of this Agreement.

4. **EXECUTIVE DIRECTOR DUTIES.**

The Executive Director shall perform the duties of Executive Director as directed by the Board, Board Policy, the requirements, mandates and procedures prescribed by SICS's Charter, and as further described and set forth below. The Executive Director understands and agrees that the Board may, in its sole discretion, from time to time amend current Board Policy and the duties and responsibilities set forth below.

- a. **General Duties.** The Executive Director shall perform those duties as prescribed by the laws of the state of California and the Charter School's Executive Director Job Description attached hereto, and incorporated herein, as **Exhibit A**. The Executive Director shall act as Chief Executive Officer of the Charter School, and shall have primary responsibility for execution of Board Policy and maintaining compliance with the state Charter Schools Act, SICS's Charter and any ancillary document between the charter granting authority and the Charter School. The Executive Director, under general direction of the Board, shall be the general manager of the Charter School and shall supervise and control the Charter School activities, manage its business affairs, and supervise and oversee its employees, including its Operations Director.
- b. **Personnel Matters.** Subject to Board oversight and review as set forth in Board Policy concerning personnel hiring and firing, and except where superseded or precluded by any Memorandum of Understanding or policy concerning conflict of interest, the Executive Director shall be responsible for all personnel matters, including the selection, assignment, transfer and dismissal of employees.
- c. **Student Discipline and Special Education Matters.** The Executive Director shall have primary authority and responsibility regarding all Student Discipline and Special Education matters.
- d. **Administrative Functions.** The Executive Director, as Chief Executive Officer, shall: (1) review and undertake all specified duties and responsibilities consistent with the policies adopted by the Board, and make appropriate recommendations to the Board with respect to school operations and management; (2) undertake periodic evaluation of all SICS employees and report to the Board any issues of concern; (3) advise the Board on sources of funds, including grants, that might be available to implement present or contemplated Charter School programs; (4) support the search for new leadership; (5) serve as liaison to the Board with

respect to all matters of employee relations and to make recommendations to the Board concerning those matters; (6) recommend to the Board new or modified goals and objectives of the Charter School; (7) unless unavoidably detained, attend all regular and special meetings of the Board. Unless otherwise determined by the Board, the Executive Director, as Chief Executive Officer, shall be a de facto member of all Board and Administrative committees, and shall attend meetings of such committees at his or her discretion.

5. **OUTSIDE PROFESSIONAL ACTIVITIES.** With prior approval of the Board, the Executive Director may undertake outside professional activities, including but not limited to, consulting, speaking and writing, provided such outside professional activities do not, in the Board's sole judgment and discretion, interfere with the Executive Director's performance of his or her work duties, or constitute a conflict of interest. The Executive Director's outside professional activities shall not occur during work hours. In no event shall the Charter School be responsible for any expenses or incur any liability attendant to the performance of such outside activities.
6. **EVALUATION.** The Board will conduct an annual performance evaluation in writing to be presented to the Executive Director. The Board will evaluate and discuss the performance of the Executive Director during the term of the Agreement. The written evaluation shall be delivered to the Executive Director and a copy of the evaluation shall be placed in the Executive Director's personnel file. The Executive Director's written comments shall be filed with the evaluation.
7. **TERMINATION OF CONTRACT.** This Agreement may be terminated upon any of the following events:
 - Mutual written agreement of the parties;
 - Retirement, legal incapacity, or death;
 - Resignation by the Executive Director; provided however that, absent extraordinary circumstances which would otherwise create an undue and unreasonable burden to him or her, in the event the Executive Director resigns prior to the expiration of the term of this Agreement, he or she shall provide SICS no less than 60 days advance notice of such resignation
 - Discharge without cause in the Board's sole discretion, in which event the Executive Director shall be paid severance in an amount equal to the lesser of: (i) two months' salary or (ii) the salary payable under this Agreement for the remainder of its term;
 - Discharge for cause;
 - Charter revocation or non-renewal

Discharge for cause includes but is not be limited to: neglect of duty or failure to perform competently the duties and responsibilities described herein; dishonesty, misconduct, insubordination; discourteous or unprofessional treatment of the public, staff or pupils; improper disclosure of confidential information; criminal conviction or conduct constituting moral turpitude.

Prior to discharge for cause, the Executive Director shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The Executive Director shall be entitled to appear personally before the Board to present any

evidence or testimony to contest the statement of charges. If the Executive Director chooses to be accompanied by legal counsel at such meeting, the Executive Director shall bear any cost therein involved. The Executive Director shall be provided a written decision setting forth the final decision of the Board with respect to the charges contested. Such decision of the Board shall be final and, if the Board affirms its prior determination to discharge, this Agreement will terminate effective as of the date of that prior determination.

During the pendency of any disciplinary proceedings, the Board reserves the right to place the Executive Director on paid administrative leave status.

8. **NON-RENEWAL OF AGREEMENT BY BOARD.** In its sole discretion, the Board may renew or not renew this Agreement. This Agreement shall lapse by its own terms unless renewed or extended by the Board.
9. **PROFESSIONAL MEETINGS.** The Executive Director is expected to attend appropriate professional meetings at local, state, and/or national levels and to periodically report to the Board on his or her appraisal of such meetings.
10. **EXPENSE REIMBURSEMENT.** The Charter School shall reimburse the Executive Director for the actual and reasonably necessary expenses incurred by the Executive Director within the scope of employment so long as such expenses are permitted by Charter School policy or incurred with prior approval of the Board. For reimbursement, the Executive Director shall submit an expense claim to the Board Treasurer in writing for the Executive Director's reimbursable expenses for the prior month. The Executive Director's expense claim shall be accompanied by appropriate documentation of reimbursable expenses prior to the Board's authorization of reimbursement.
11. **GENERAL PROVISIONS**
 - a. **Governing Law and Venue.** This Agreement contains the rights and obligations of the parties, and shall be governed by and construed in accordance with the laws of the state of California. The parties also agree that, in the event of any mediation, arbitration or litigation to enforce, interpret, or otherwise arising out of, this Agreement, venue shall be Sonoma County, California.
 - b. **No Assignment.** The Executive Director shall not assign or transfer any rights or benefits granted by, or obligations or responsibilities assumed under, this Agreement.
 - c. **Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 - d. **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.
12. **INTERPRETATION AND INDEPENDENT REVIEW.** 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.

13. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this 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.
14. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, representation or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
15. **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.
16. **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 BOARD OF DIRECTORS OF AND ON
BEHALF OF SEBASTOPOL INDEPENDENT
CHARTER SCHOOL**

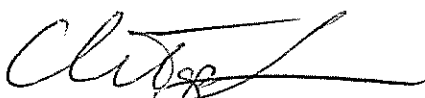
DATED: 7/1/2015

By:



Nick Sanders
Chair, SICS Board of Directors

DATED: 6-26-2015



Christopher William Topham

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EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT EXHIBIT A

Executive Director Job Description

The Executive Director (ED) serves as the Head of School, providing leadership and support to all aspects of the school community. The ED is ultimately responsible for the success of the school and as such has the duties and powers to oversee and supervise all operations in accordance with school policy, applicable California Education Code, other state and federal legislation, and the school's charter. The ED oversees pedagogy, and to that end, ensures the success of programmatic aspects of the school and the educational experiences of students at the school are in alignment with the mission, vision, and charter as a Waldorf methods public school.

Direct Reports:

- Operations Director (OD)
- All office staff members
- All teaching staff

Reports to:

- Board of Directors

Pedagogy/Curriculum:

- Oversee faculty professional development; delegate running of faculty meetings
- Oversee creation and implementation of comprehensive, rigorous curriculum that is consistent with Waldorf methodology and state standards; make sure all teaching staff members understand and support the school's program; work with Faculty Council to discern where to align school's curriculum with state standards and where to consciously vary program
- Advise Board of updates in pedagogical implementation for the school
- Oversee enrollment efforts throughout the year to ensure school families understand the curriculum and school programs
- Prepare school year calendar in cooperation with OD, including school days, bell schedule, and teaching schedule for approval by Board of Directors
- Ensure the school has the personnel and equipment necessary to carry out the pedagogical goals of the school

Student Services and Academic Accountability:

- Oversee the development and implementation of assessment and accountability systems for student progress
- Show overall school performance, increasing and/or maintaining acceptable state test scores as required by law
- Help to identify student needs and make recommendations as necessary to meet those needs
- Oversee special education program

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- Oversee student discipline policy and oversight; coordinate student crisis intervention

Human Resources:

- Supervise all teaching and admin staff, including conducting performance evaluations and facilitating staff professional development goals
- Coordinate revisions to *Faculty Orientation Manual*, and work with Operations Director (OD) to update the *Employee Handbook* as necessary
- Oversee hiring and firing for all teaching and administrative staff, subject to Board policy
- Train and coach faculty in working with student discipline, working with parents, and general community relations
- Oversee faculty professional development program, including identifying needs of faculty and ensuring follow-through of program(s)

Compliance/Government/Legal:

- Lead charter renewal process and MOU renewal with Sebastopol Union School District
- Maintain legal compliance with chartering district, including ensuring that all elements of MOU are fulfilled
- Be the primary interface with legal counsel, securing legal advice as needed; makes recommendation to Board in such cases
- Serve as the Public Information Officer of the school

Enrollment, Development, and Marketing:

- Work with prospective school families and be the pedagogical representative of the school with respect to enrollment
- Take an active role in making the school visible in the community by writing articles for the local press, etc.
- Work in tandem with the Development Committee to promote the school, its image, and its resources
- Oversee grant writing and identification and pursuit of outside support for school programs

Community and Committees:

- Meet weekly with Faculty Council
- Attend Board meetings and prepare monthly Board report
- Supervise and summarize collection of feedback from parents, faculty and staff, and exit interviews; provide such reports to the Board
- Participate in assemblies and festivals
- Facilitate positive and cooperative school climate with faculty, staff, and parents
- Maintain high visibility with community and establish rapport with students

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- Represent school in outside alliances, organizations, and events that require an administrative pedagogical presence (West County Special Education Consortium, Sonoma County SELPA, the Alliance for Public Waldorf Education, etc.)

Parent Relations:

- Work with parents to address concerns and facilitate cooperation and communication
- Oversee parent education program
- Coordinate revisions and updates to the *Parent Handbook*

Contribute to parent newsletter on regular basis with parent education articles

Budget/Finance:

- Monitor attendance rates, and works with families and faculty to ensure ADA funding is maximized
- Oversee educational program budget and approve expenses within budget limits
- Work closely with Operations Director to establish multi-year budget projections that support school-wide programming goals

Facilities:

- Ensure the Facilities Committee has a comprehensive understanding of the Schools' long-term site need
- Oversee the OD in maintaining the safety and adequacy of the school site.