

**EMPLOYMENT OFFER AND AGREEMENT FOR:**

**DEVIN KRUGMAN  
HEAD of SCHOOL  
EAST BAY INNOVATION ACADEMY**

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THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Board of Directors ("Board") of the East Bay Innovation (EBIA) Charter School, a California public charter school approved by Oakland Unified School District. The EBIA Charter School Board desires to hire an Executive Director (a.k.a 'Head of School') who will lead the operations and compliance of the school in meeting its goals and the requirements of EBIA Charter School's charter. The parties recognize that EBIA Charter School 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 Employee for implementing the purposes, policies, and procedures of EBIA Charter School.

WHEREAS, EBIA Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. EBIA Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. EBIA Charter School has been duly approved by the Oakland Unified School District. A copy of the EBIA Charter School's charter is attached hereto and fully incorporated by reference herein.
2. Pursuant to Education Code section 47604, EBIA Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, EBIA Charter School is considered a separate legal entity from the Oakland Unified School District (OUSD), which granted the charter. OUSD shall not be liable for any debts and obligations of EBIA Charter School, and the employee signing below expressly recognizes that he/she is being employed by EBIA Charter School and not OUSD.
3. Pursuant to Education Code section 47610, EBIA Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. EBIA Charter School shall be deemed the exclusive public school employer of the employees at EBIA Charter School for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

Serve as the source of strategy, design and innovation for EBIA's programs. Lead, manage and

oversee all functions of EBIA, including establishing a sustaining education program to ensure academic performance of students, develop strategies and relationships needed to develop and replicate EBIA's educational model, recruit and hire key staff members, develop strategic partnerships with education and business organizations to move the mission of the school forward, evangelize and fundraise for EBIA in support of building upon and expanding EBIA's programs, work in partnership with EBIA's board to establish financial budgets and forecasts to ensure fiscal solvency of the organization. Manage and direct the school site and provide a strategic vision and plan for future facility needs.

- Understand, promote and support the mission, vision and guiding principles of EBIA Charter School.
- Ensure that all school staff understand, promote and support the mission, vision and guiding principles of EBIA Charter School.
- Develop and administer the budget as approved by the Board of Directors in accordance with generally accepted accounting principles.
- Serve as primary liaison to the Board and to the larger community
- Oversee all operational aspects of the school; establish and maintain efficient and effective systems and procedures. Ensure all District, County and State accountability requirements are met.
- Ensure a positive and inclusive school climate is created, embracing EBIA's innovator norms.
- Manage all outreach, marketing, and admissions to ensure that enrollment targets are met.
- Oversee the alignment of the Design Thinking, Project Based Learning, and Blended Learning models to ensure teachers understand and experience the EBIA approach as a cohesive approach; oversee the development of the EBIA Essentials of Effective Instruction to define excellent instruction and progression towards excellent instruction.
- Manage the setting of clear, measurable, motivating goals at the beginning of the year for every grade/subject and every class; ensure the team is bought into the goals and feels motivated by and accountable to them; keep goals front and center and regularly assess student progress toward them.
- Plan and develop the instructional program in partnership with the Principal and staff.
- Help facilitate regular data inquiry cycles with teaching teams to ensure all students are making adequate progress towards mastery of standards.
- Ensure that systematic interventions occur whenever students are struggling; monitor quality and effectiveness of interventions to ensure they are rigorous, disciplined, and high-impact.
- Oversee the management of the assessment system to ensure that teachers are using data to drive instruction and differentiate instruction; support teachers in developing strategic individualized learning plans.
- Facilitate the identification of clear learning goals for teachers and the creation and execution of development plans using a range of coaching strategies to improve teacher effectiveness.
- Ensure that teachers receive hands-on coaching and help them master the EBIA Essentials of Effective Instruction.
- Oversee the planning for both full units and individual lessons with teachers, and ensure they are guided through the entire Teaching for Understanding planning process

- Accurately identify and prioritize professional development needs through careful analysis of student data, teacher growth areas and school goals; maximize the impact of formal PD time and ensure that all sessions are thoroughly and thoughtfully planned, engaging and actionable
- Ensure effective and frequent communications systems across multiple stakeholder groups.
- Seek input from staff, parents, students and Board of Directors on the school's functioning through formal and informal structures in order to make positive changes over time while maintaining program continuity and comprehensiveness.
- Hire and supervise all staff. Ensure a comprehensive and thoughtful supervision process is established and continually work to help all staff reach goals and improve their performance; evaluate all staff using strategic evaluation tools and processes.
- Develop a sense of community while respecting and responding appropriately to the strengths and needs of staff. Act as a liaison, when necessary and appropriate, between parents and staff.
- Demonstrate excitement about learning and excitement about engaging children in learning. Attempt to know every student attending the school and uphold high expectations for students.
- Be available to parents on a regular basis. Keep parents informed of and involved in policy changes at the school. Encourage parent support and cooperation and enlist their efforts to sustain well-kept school structure.
- Assist in fundraising efforts to ensure that the organization's fundraising goals are met.
- Other duties as assigned by the Board of Directors.

2. **Work Schedule**

The Head of School is expected to be on the school site every day school is in session unless off-site school business requires being away from the school site.

This position ~~continues July 1, 2016~~ and is a year-round position.

Work days for the Employee shall be consistent with the applicable calendar of work days for this position for an indefinite term until terminated in accordance with the provisions of this Agreement. (The annual school calendar will be established by the Employee and approved by the EBIA Board.) Employment is at-will as specified in Section [C] below.

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 EBIA Charter School.

3. **Compensation**

The annual base salary for this full-time, exempt position is ~~\$133,900~~.

The Head of School will participate in the EBIA Annual Incentive Plan (AIP).

Year 1: Head of School AIP bonus range is 6%-9% of base salary, based on attainment of

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established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Year 2: Head of School AIP bonus range is 8%-12% of base salary, based on attainment of established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Year 3 and all subsequent years: Head of School AIP bonus range is 12%-16% of base salary, based on attainment of established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Performance against the requirements of this agreement will be reviewed annually with a committee designated by the Board of Directors.

4. **Vacation**

In addition to **twelve national/California holidays** (currently New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, July 4, Labor Day, Columbus or Veteran's Day, Thanksgiving and the day after, Christmas Eve and Day), the Head of School accrues **20 days of Paid Time Off** per year (accrued monthly). The Head of School is expected to take 10 days of paid time off during the school year during periods when school is not in session (holiday breaks) and the remainder during the summer break, except in extenuating circumstances. The Director may only carry-over ten days of paid time off per year and may not exceed twenty total carry-over days in any year. For purposes of vacation carry-over, the year begins the first day of school.

5. **Employee Benefits**

The employee will be entitled to participate in designated employee benefit programs and plans established by EBIA Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by EBIA Charter School. It will be the responsibility of the employee to establish EBIA's employee benefit program, which will start for all employees on July 1, 2014. Benefits will include Kaiser Permanente medical coverage, Delta dental, and VSP vision and eye care benefits. Other benefits include participating in an elective 403B plan, in addition to the customary social security contributions.

6. **Employee Rights**

Employment rights and benefits for employment at EBIA Charter School shall only be as specified in this Employment Agreement, EBIA Charter School's charter, the Charter Schools Act and EBIA Charter School's personnel policies, which from time to time may be amended and modified by EBIA Charter School. Employment rights and benefits may be affected by other applicable agreements, directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with

the OUSD or EBIA Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and a clear DOJ report.

8. **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 acknowledges he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Assignment of Inventions Agreements**

Employee shall at all times be subject to and bound by the Agreement to Assign Inventions, attached hereto as Attachments A, which is incorporated herein by reference.

**C. EMPLOYMENT AT-WILL**

EBIA Charter School may terminate this Agreement and Employee's employment at any time with or without cause, with or without notice, at EBIA Charter School's sole and unreviewable discretion. Either party may immediately terminate this Agreement and EBIA Charter School's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of EBIA Charter School. No one other than the Board of EBIA Charter School has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of EBIA Charter School and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, EBIA Charter School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with EBIA Charter School's policy on Evaluation/Reviews.

**D. GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EBIA Charter School on the terms specified herein.
2. All information I have provided to EBIA Charter School related to my employment is true and accurate.
3. A copy of the charter is attached hereto.
4. This is the entire agreement between EBIA Charter School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

EBIA Charter School Approval:

Dated: 9/25/15

\_\_\_\_\_  
Authorized EBIA Charter School Representative

*This Employment Agreement is subject to the formal ratification and approval by the Governing Board of EBIA Charter School at the next scheduled board meeting.*

## Attachment A

### AGREEMENT TO ASSIGN INVENTIONS

While providing services to EBIA Charter School (together with its affiliates and subsidiaries, the "School"), your services may include, in part, the development of new products. To protect the School's ownership of these products and services, the School requires that you read and sign this Agreement. If you have any questions about this Agreement, or do not understand any part of it, please discuss your questions or concerns with your counsel before signing this Agreement.

**1. Assignment of Inventions.** I understand and agree that all Inventions (as defined below) that I develop, in whole or in part, will be the sole and exclusive property of the School, and I hereby assign all of my right, title and interest in and to any and all inventions, original works of authorship, curriculum, discoveries, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice during the period of my contract with the School ("Inventions") to the School, and I further agree to take all steps necessary to assist the School with applications, registrations, and other proper documentation to secure the assignment and protection of those rights.

I further understand and agree that this Agreement does not apply to any invention that I develop entirely on my own time without using the School's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

(a) Relate at the time of conception or reduction to practice of the invention to the School's business, or actual or demonstrably anticipated research or development of the School; or

(b) Result from any work performed by me for the School.

**2. Disclosure of Inventions.** I agree to make prompt and full disclosure to the School of all Inventions made by me during the term of my employment, whether made solely or jointly with others. All information disclosed by me to the School that is outside the scope of this Agreement shall be received and held by the School in confidence. Such disclosure by me shall be made so that the School can determine whether or not rights to such Invention are the School's property.

**3. Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions and other business information made by me in the form of notes, sketches, drawings and other notations, which may be specified by the School. These records are the sole and exclusive property of the School.

**4. Inventions or Information Retained as Employee Property.** Attached as **Exhibit A** to this Agreement, and incorporated herein by this reference, is a list of all Inventions that belonged to me prior to my contract with the School (collectively referred to as "Prior Inventions") and that relate to the business of the School or its actual or demonstrably anticipated research or development, the ownership of which is not assigned to the School hereunder. If no such list is attached, I represent that there are no such Prior Inventions. I represent that there are no other Inventions retained by me, except as disclosed.

5. **Incorporation of Employee's Inventions or Information.** If, during the course of my employment with the School, I incorporate into the School's products or information, processes, technology, or devices a prior invention or idea owned by me or in which I have an interest, then I hereby grant to the School a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior invention or information as part of, or in connection with, the School's products, processes, technology, devices, or information. If the School sells such prior invention or information as part of, or in connection with, the School's products, processes, technology, devices, or information, the School will negotiate in good faith with the employee to determine a fair license fee for use of such prior invention.

6. **Intellectual Property Rights in Works of Authorship.** I acknowledge and agree that any intellectual property rights which qualify as works of authorship belong to the School and are "works made for hire" within the definition of Section 101 of the United States Copyright Act, Title 17, United States Code.

AGREED TO AND ACCEPTED BY:

Dated: \_\_\_\_\_

**Exhibit A Inventions or Information Retained as Employee Property**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Please add additional information/lines as needed