

**MEMORANDUM OF UNDERSTANDING  
FOR SHARED EXECUTIVE PERSONNEL SERVICES**

This Memorandum of Understanding for Shared Executive Personnel Services (“MOU”) is entered into as of July 1, 2022 (“Effective Date”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “Party” and collectively as the “Parties” to this MOU: Lake View Charter School (“LVCS”), Clarksville Charter School (“CCS”), and Feather River Charter School (“FRCS”).

**RECITALS**

**WHEREAS**, LVCS, CCS, and FRCS are nonprofit corporations that operate California public charter schools;

**WHEREAS**, CCS entered into an employment agreement effective as of July 1, 2021 that will be renewed effective as of July 1, 2022, with Jenell Sherman as the Executive Director of CCS. As part of the terms of Sherman’s Employment Agreement and any addendums thereto, Sherman and CCS agrees that Sherman may be on loan to LVCS and FRCS in the roles designated herein;

**WHEREAS**, the Parties seek to share the services of: Sherman as an Executive Director for CCS, FRCS, and LVCS (collectively, the “Shared Personnel”) cooperatively in order to achieve cost savings and other benefits for each Party, so that each Party may have access to additional, valuable and/or specialized personnel services that might otherwise not be available to them;

**WHEREAS**, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost-effective manner; and

**WHEREAS**, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

**NOW, THEREFORE**, in consideration of their mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties hereby agree as follows.

**AGREEMENT**

**1. Shared Personnel Services.** During the term of this MOU, the Parties shall coordinate with each other for the Shared Personnel to perform the services described in **Attachment A** (the “Services”) under the terms and conditions set forth herein.

**2. Relationship of Parties.** The Parties acknowledge that Shared Personnel shall remain an employee of CCS (as set forth in the above Recitals), which shall constitute the sole employer and “Lessor” of Services performed by Shared Personnel under this MOU. The non-Lessor Parties entitled to receive Services from Shared Personnel pursuant to the terms of the MOU shall constitute the “Lessees.” Shared Personnel shall be subject to the ultimate oversight, direction and control of the Lessor and their respective governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel’s employment relationship with CCS. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to the Lessor’s respective employment

agreement with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

**3. Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using a formula based on ADA set forth in **Attachment B** (the "Allocation").

**4. Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

**5. Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to the Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to the Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the respective Shared Personnel as set forth in **Attachment B**. The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by Lessor in **Attachment B**.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be split evenly between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000 must be approved in advance by the affected Parties. Invoices for expenses shall be sent to Lessor within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts). If the reasonable and necessary expense is incurred by Shared Personnel by one Party, that Party shall be responsible for the full cost of the expense.

**6. Monthly Payment.** Lessor shall provide monthly statements to the non-Lessor parties which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Lessee shall submit payment to Lessor within thirty (30) days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

**7. Lessor Responsibilities.** In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU as it pertains to their respective employee:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment

agreement, if any.

d. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

e. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion, all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation, and benefits.

f. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

**8. Lessee Responsibilities.** In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including providing feedback to the Executive Director as may be required pursuant to Lessee's charter.

**9. Term and Termination.**

a. Term. The MOU is effective as of July 1, 2022 and shall remain in effect until June 30, 2023 (the "Initial Term"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination by a Lessee will not automatically terminate this MOU as to the remaining Parties. In the event a Lessee's participation in this MOU is terminated, the remaining Parties' Allocation shall be re-assessed consistent with Section 3 of this MOU.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

- i. Material Breach. Any Party may terminate this MOU the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice is provided to all Parties. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. Following termination under this subsection, the breaching Party remains responsible for paying its Allocation of fees through the last day of the month in which the MOU is terminated.
- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate their participation in the MOU. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Termination for Change in Shared Personnel. Any Party may terminate this MOU upon a change in the employment status of Shared Personnel. A legally protected leave of absence taken by Shared Personnel shall not constitute a change in employment status under this subdivision and shall not give cause for termination of this MOU. In the event Shared Personnel are on an extended leave of absence or are no longer employed by the respective Lessor, that Lessor and applicable Lessees may mutually agree upon a replacement. In the event Shared Personnel are terminated which results in a severance, the terminating employer shall be responsible for paying for any severance required by that contract.

c. Termination by Agreement of All Parties. This MOU may be terminated at any time upon a written agreement of all Parties.

**10. Intellectual Property; Work Product.** Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

**11. Confidentiality.** Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. Scope. "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, closed session records and communications, student education records, intellectual property,

business or strategic plans, contractual arrangements or negotiations, fundraising and marketing strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. Notice. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including through a subpoena or request under the California Public Records Act, but excluding requests in connection with routine supervisory examination by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), the Party to which the request for disclosure is made shall provide the Party(ies) whose Confidential Information is requested with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the affected Party(ies) to seek a restraining order or other appropriate relief.

c. Return. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned.

**12. Student Information.** Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing each Lessee’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Shared Personnel to access personally identifiable information from student education records from the Lessees as needed to perform the Services. For purposes of this MOU, the term “personally identifiable information” (“PII”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessees. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

**13. Scheduling Conflicts.** In the event an actual or potential scheduling or related conflict arises between the Parties, the affected Parties shall seek to resolve the conflict, while taking reasonable measures to protect from disclosure any Confidential Information.

**14. Insurance.** Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor’s performance under this MOU and the provision of Services by Shared Personnel.

a. California Workers’ Compensation Insurance, as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "Additional Insureds") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Lessor hereby agree to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide 30 days prior written notice to applicable Lessees in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis, then the following terms shall be provided to the extent possible: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**15. Liability.** Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

**16. Indemnification.** Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence or willful misconduct of that Party, including its employees, officers directors and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence or willful misconduct.

**17. Assignment.** No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

**18. Fiduciary Obligations.** The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

**19. Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

**20. Dispute Resolution.** All notices, requests, demands, or other communications (collectively “Notice”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

*To:* Lake View Charter School  
ATTN: Board President  
4672 County Road N  
Orland, CA 95963  
lvcsboard@sequoiagrove.org

*To:* Feather River Charter School  
ATTN: Board President  
4305 South Meridian Road  
Meridian, CA 95957-9647  
frcsboard@sequoiagrove.org

*To:* Clarksville Charter School  
ATTN: Board President  
4818 Golden Foothill Parkway #9  
El Dorado Hills, Ca 95762  
ccsboard@sequoiagrove.org

**21. Headings.** The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

**22. Amendments.** This MOU may be amended by the mutual written consent of all Parties.

**23. Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

**24. Arm's Length.** This MOU has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this MOU. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to affect the purpose of the Parties and this MOU. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this MOU.

**25. No Waiver.** No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**26. Severability.** If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

**27. Governing Law.** This MOU shall be governed by and interpreted under California law.

**28. Authority to Contract.** Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

**29. Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

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**IN WITNESS WHEREOF**, the Parties execute this MOU as of the Effective Date above.

Lake View Charter School, a California nonprofit  
public benefit corporation

Feather River Charter School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022

Clarksville Charter School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022

**ATTACHMENT A**

**Shared Services**

<b>Position</b>	<b>Executive Director</b>
<b>Description of Services</b>	See Job Description attached as A-1. Additional or different duties may be agreed upon by the Lessor and Lessees.

Jenell Sherman shall perform the services related to the Executive Director position on behalf of Feather River Charter School, Clarksville Charter School, and Lake View Charter School.

## ATTACHMENT B

### Allocation

#### 1. Allocation Formula

The Parties have collaborated to determine an equitable distribution of the Executive Director's total compensation based on their school size (determined by ADA), which reflects the proportionate amount of services the Parties expect Sherman will provide to each school in the role of Executive Director.

<b>Party</b>	<b>Percentage of ED Salary for 2022-23 School Year</b>
Lake View Charter School	<b>14%</b>
Clarksville Charter School	<b>39%</b>
Feather River Charter School	<b>47%</b>

Shared costs will be billed monthly through the MOU.



Executive Director Job Description	
Direct Report	School Board
FSLA Status	Full-Time Exempt
Supervises	Certificated & Classified Staff
Salary Schedule	D (Certificated) 220 work days *
Classification	Certificated

Summary of Position:

The Executive Director is responsible for the effective operation, management and successful leadership of the schools including the general administration of all instructional, business or other operations of the schools, and for advising and making recommendations to the School Boards on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Executive Director work in both his/her home office and out in the field as needed. The Executive Director is not required to carry a caseload of students. The Executive Director will demonstrate the qualities of a servant leader and uphold and promote the school’s mission, vision and values at all times.

**Essential duties and responsibilities:**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job. The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address needs and changing practices.*

Duties and Responsibilities

Leadership

- Participate with the Board of Directors in developing a vision and strategic plan to guide the schools
- Identify, assess, and inform the Board of Directors of internal and external issues that affect the schools
- Act as a professional advisor to the Board of Directors on all aspects of the schools’



activities, the condition of the school's educational program and assure effective communication between the Board and school staff as needed

- Foster effective teamwork between the Boards, the Executive Director, Associate Executive Director and Cabinet and between the Executive Director and staff
- Conduct official correspondence on behalf of the Boards as appropriate and jointly with the Boards when appropriate
- Plan and implement Instructional Cabinet meetings and development
- Work directly with Administrative Cabinet, School Principals, Instructional Cabinet and Instructional Team Advisors on a regular basis to plan and implement goals, mission and vision of the schools
- Participate in annual self and board evaluation

#### Operational planning and management

- Develop an operational plan which incorporates goals and objectives that work towards the strategic direction of the schools
- Ensure that the operation of the schools meets the expectations of its educational partners and Boards
- Oversee the efficient and effective day-to-day operation of the schools
- Draft policies for the approval of the Boards and prepare procedures to implement the organizational policies; review existing policies on an annual basis and recommend changes to the Board as appropriate
- Ensure the LCAP is created and implemented, report Local Dashboard Indicators, implement WASC Action Plan
- Assure all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies are complete
- Ensure that personnel and students files are securely stored and privacy/confidentiality is maintained
- Provide support to the Boards by preparing meeting agenda and supporting materials and helping to plan annual board training
- Ensure fulfillment of accreditation recommendations and requirements
- Formulate and execute charter renewal and accreditation documents
- Manage the process of charter review and revision

#### Instructional planning and management

- Oversee the planning, implementation and evaluation of the organization's programs and services
- Ensure that the programs and services offered by the schools contribute to the organization's mission and reflect the priorities of the Schools
- Monitor the delivery of instruction, programs and services of the schools to maintain or improve quality



- Advocate for equitable academic and extracurricular programs in all facets of the school and promote student academic achievement at all levels
- Work with Assessment team to monitor student data to drive instruction and programs
- Monitor and ensure successful testing participation and administration
- Ensure SPED and intervention services are provided appropriately
- Ensure proper teacher training and professional development is being provided
- Monitor and support compliance issues that arise with students, Homeschool Teachers, or ITAs, including Compliance Conferences
- Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner

#### Human resources planning and management

- Determine staffing requirements for organizational management and program delivery
- Oversee the implementation of the human resources policies, procedures and practices including the development of job description for all staff
- Establish a positive, healthy and safe work environment in accordance with all appropriate legislation and regulations
- Recruit, interview and select staff that have the right technical and personal abilities to help further the schools' mission
- Approve school employee salaries, stipends, overtime, and time off requests, execute staff contracts
- Ensure that appropriate onboarding and training is provided to new staff
- Implement a performance management process for all staff which includes working with teams on conducting performance reviews
- Coach and mentor staff as appropriate to improve performance, provide additional support to staff when necessary using appropriate techniques; release staff when necessary using appropriate and legally defensible procedures

#### Financial planning and management

- Work with the Associate Executive Director, Chief Fiscal Officer, staff, and back office and Boards to prepare a comprehensive annual budget
- Work with the Boards to secure adequate funding for the operation of the school
- See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered
- Approve expenditures within the authority delegated by the Boards and according to Fiscal Policies



- In collaboration with CFO, administer the funds of the organization according to the approved budget and monitor the monthly cash flow of the organization, and ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties
- Work with the CFO to project academic program needs, capital project planning, and professional development
- Ensure that sound bookkeeping and accounting procedures are followed
- Work with back office company to provide the Boards with comprehensive, regular reports on the revenues and expenditure of the organization
- Ensure that the organization complies with all legislation covering taxation and withholding payments

#### Oversight of Legal Issues

- Oversee activities related to 501(c)3 status
- Comply with state regulations and licensing requirements
- Ensure legal basis for all school policies and administrative actions
- Oversee coherent policy of student conduct, special needs requirements, and supervision
- Review and recommend school insurance and risk management coverage
- Oversee legal compliance of policies, procedures, and staffing
- Ensure compliance with all state and Federal laws, guidelines, requirements

#### Community relations/advocacy/communication

- Communicate with educational partners to keep them informed of the work of the schools and to identify changes in the community served by the organization
- Foster positive authorizer relationships
- Collaborate on regular communication to staff through weekly bulletin, staff meetings and emails
- Be responsive and address staff, student, parent, community, and board concerns and calls
- Work closely with Charter Service Organization to ensure services are being provided
- Represent the schools at community activities to enhance the school's community profile
- Establish good working relationships and collaborative arrangements with community groups, charter groups, other like charters and other organizations to help achieve the goals of the organization
- Be professional, fair, and a team player in all duties, actions, and communications



### Qualifications:

- Resides within the service area of the school
- Hold a valid California Teaching Credential with an EL Authorization
- Administrative Credential – Obtained or Pathway
- Minimum 5 years of leadership experience, minimum 3 years administrative experience
- Minimum 5 year of charter experience including Homeschooling/Independent Study teaching experience
- Demonstrated excellent interpersonal communication skills and exceptional written and verbal communication skills
- Demonstrate strong decision making, problem solving and conflict resolution skills; able to make difficult decisions without being divisive
- Work experience and demonstrated ability to supervise and support a group
- Demonstrated ability to work with diverse audiences, work effectively as a team member, work independently, and be self-motivated
- Demonstrates strong financial intelligence and long term vision for fiscal stewardship; allocates resources according to school and board goals
- Demonstrated ability to quickly grasp new techniques, deal with rapid changes in events, remain calm in stressful situations, relate to various personality styles in a calm, professional manner
- Demonstrated competency in using electronic communications methods when distance/virtual trainings are a factor

### **Working Environment and Physical Demands:**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is generally performed in the employees home. Employee is required to meet students in a public location.

**Physical:** Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects. While performing the duties of this job, the employee is regularly required to sit; repeat the same hand, arm or finger motion to operate computers or laminating machine; and talk or hear. The employee is occasionally required to stand or walk. The employee must frequently push or pull up to 25 pounds and occasionally up to 75 pounds such as carts and boxes of books.





**Vision:** See in the normal visual range with or without correction, read printed materials and tell differences among colors.

**Hearing:** Hear in the normal audio range with or without correction.

**Speech:** Speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups.

**Hazards:** Potential exposure to emotional individuals.

**Additional Requirements:**

Valid California Driver's License/proof of insurance (or reliable transportation)  
First-Aid Certificate Desired  
DOJ fingerprint Clearance  
TB Risk Assessment Clearance  
Appropriate US Work Permits as required

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

The Charter School does not discriminate on the basis of color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability in its educational programs, activities, or employment. All educational opportunities will be offered without regard to color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability.

The Charter School maintains a tobacco-free, drug-free environment.