

AT-WILL EMPLOYMENT AGREEMENT
Between
MAGNOLIA EDUCATIONAL & EDUCATIONAL FOUNDATION & ALFREDO RUBALCAVA

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”), a California non-profit public benefit corporation operating public charter schools approved by the State Board of Education, Los Angeles County Office of Education, the Los Angeles Unified School District, and the San Diego Unified School District (“Granting Agencies”). The Board desires to hire employees who will assist MPS in achieving the goals and meeting the requirements of MPS’s charter, and implementing MPS’s purposes, policies, and procedures. The parties recognize that MPS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, MPS 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. MPS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* MPS has been duly approved by the Granting Agencies, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, MPS 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, MPS is considered a separate legal entity from the Granting Agencies, which granted the charter. The Granting Agencies shall not be liable for any debts and obligations of MPS, and the employee signing below expressly recognizes that he/she is being employed by MPS and not the Granting Agencies.
3. Pursuant to Education Code section 47610, MPS 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. MPS shall be deemed the exclusive public school employer of the employees at MPS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of **Chief Executive Officer/Superintendent**. The Employee will perform the duties of the job position and such duties as MPS may reasonably assign and Employee will abide by all of MPS’s policies and procedures as adopted and amended from time to time. Employee further agrees to

abide by MPS's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of MPS.

Additionally, the Employee shall meet the performance objectives set by the Board as outlined in the Board Evaluation Metrics, which will be developed and finalized by mutual agreement of the Board and the Employee within ninety (90) days of the execution of this Agreement. The Board Evaluation Metrics and any other objectives assigned will be reviewed in evaluating the Employee's performance.

2. **Work Schedule**

The minimum daily work schedule for this **full-time** position shall be Monday through Friday, with eight (8) daily work hours. While the Employee shall generally be available at MPS during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day. The Employee may also be required to perform work in a remote capacity as assigned by the Board or required by law.

As this is a full-time exempt position, job duties which cannot be completed during regular work hours may be required to be completed by the Employee after business hours, on weekends, and over scheduled breaks, including but not limited to attendance at evening meetings, participation in evening and after-hour phone conferences, and performance of any other duties.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MPS.

3. **Compensation**

The annual compensation for this position shall be **\$236,500.00**, subject to all regular withholdings, and paid semi-monthly, in twenty four (24) pay periods. The Employee's compensation may be prorated depending on whether he remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits:**

- a. **Health/Retirement Benefits.** At MPS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to MPS's other employees, including entitlement to participation in STRS or PERS.

- b. **Vacation/Sick Leave.** Employee is entitled to accrue vacation and paid sick leave as stated in the Employee Handbook. Vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Professional Dues.** The Employee is entitled to reimbursement for professional memberships and dues related to education or management up to one thousand (\$1000) dollars per fiscal year.

5. **Performance Evaluation**

The Board shall evaluate the performance of CEO/Superintendent twice per fiscal year. This evaluation shall be based on the job description and performance objectives as defined in the Board Evaluation Metrics. Board Evaluation Metrics may be amended by the Board throughout the year as necessary. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's ability to release the Employee on an at-will basis as outlined below.

6. **Employee Rights**

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

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect 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 she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that she was found to be free from tuberculosis risk factors, or active tuberculosis, if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

Employee understands that, while employed at MPS, she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with MPS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **Expense Reimbursement**

MPS shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MPS policy and authorization.

13. **Telework**

The Employee may be required to perform some or all the duties of this position in a telework/remote capacity, as assigned by the Board, and consistent with the MPS Telework Policy.

14. **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 Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse MPS for any salary or fees she receives from MPS in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must reimburse MPS for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

C. **EMPLOYMENT AT-WILL**

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

Employee also may be demoted or disciplined and the terms of her employment may be altered at any time, with or without cause, at the discretion of MPS. No one other than the Board 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 and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

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, Employee declares as follows:

1. I have read this Agreement and accept employment with MPS on the terms specified herein.
2. All information I have provided to MPS related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. I agree to the terms of employment as stated in the MPS Employee Handbook.
5. I agree to the conditions stated in the MPS Telework Policy.
4. This is the entire agreement between MPS 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: _____
Alfredo Rubalcava, CEO/Superintendent

Date: _____

MPS Approval:

MPS Board Signature: _____
Sandra Covarrubias, MPS Board Chair

Date: _____

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