



## **Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and JUAN PABLO HERRERA**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and JUAN PABLO HERRERA (hereinafter referred to as the “CHIEF BUSINESS OFFICER”).

### **R E C I T A L S**

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the CHIEF BUSINESS OFFICER to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the CHIEF BUSINESS OFFICER by way of this Agreement and the CHIEF BUSINESS OFFICER is qualified to perform such duties; and

WHEREAS, the CHIEF BUSINESS OFFICER and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

### **AGREEMENT**

1. **TERM.** PCHS hereby employs the CHIEF BUSINESS OFFICER from August 26, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.
2. **COMPENSATION.**
  - a. For the 2020-2021 school year, the CHIEF BUSINESS OFFICER shall receive an annual salary of \$140,273.00, to be paid in monthly payments, subject to all regular withholdings. The \$140,273.00 is an annual rate for the period of July 1, 2020 to June 30, 2021, this will be prorated for a start date of August 26<sup>th</sup>, 2020.

- b. The CHIEF BUSINESS OFFICER is exempt from overtime law
  - c. For the duration of this Agreement, the compensation of the CHIEF BUSINESS OFFICER shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the CHIEF BUSINESS OFFICER shall also be restored in an equal manner.
3. BENEFITS. At PCHS’s expense, the CHIEF BUSINESS OFFICER shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
  4. DUTIES. The CHIEF BUSINESS OFFICER shall perform the duties of CHIEF BUSINESS OFFICER as directed by the Principal and the Executive Director/Principal, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the CHIEF BUSINESS OFFICER may be altered from time to time by the Board.
  5. WORK YEAR. The CHIEF BUSINESS OFFICER shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
  6. EVALUATION. CHIEF BUSINESS OFFICER should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1<sup>st</sup>, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the CHIEF BUSINESS OFFICER and he/she shall have the right to make an oral or written response to the evaluation.  
  
Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
  7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the CHIEF BUSINESS OFFICER for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
- a. mutual written agreement of the parties;
  - b. retirement, legal incapacity or death of the CHIEF BUSINESS OFFICER;
  - c. Charter revocation;
  - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the CHIEF BUSINESS OFFICER as severance;
  - e. discharge from at-will employment without severance, for cause.

Acceptance by CHIEF BUSINESS OFFICER of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the CHIEF BUSINESS OFFICER shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The CHIEF BUSINESS OFFICER shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the CHIEF BUSINESS OFFICER chooses to be accompanied by legal counsel at such meeting, the CHIEF BUSINESS OFFICER shall bear any cost therein involved. The CHIEF BUSINESS OFFICER shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the CHIEF BUSINESS OFFICER on paid administrative leave.

Upon termination for cause, the CHIEF BUSINESS OFFICER shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the CHIEF BUSINESS OFFICER will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. 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 parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO 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. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

- 16. COUNTERPART EXECUTION. 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.
  
- 17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

\_\_\_\_\_  
Dr. Pamela Magee,  
Executive Director/Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juan Pablo Herrera  
Chief Business Officer

\_\_\_\_\_  
Date

**ATTACHMENT A:  
BENEFIT DESCRIPTION**

1. The CHIEF BUSINESS OFFICER is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The CHIEF BUSINESS OFFICER is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, CHIEF BUSINESS OFFICER has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The CHIEF BUSINESS OFFICER is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The CHIEF BUSINESS OFFICER is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 11 holidays due to a start date of August 26<sup>th</sup> 2020:
  - July 4 Independence Day
  - September 4 (CA Admissions Day)
  - September 7 Labor Day
  - November 11 Veterans Day
  - November 26 Thanksgiving Day
  - November 27 Day After Thanksgiving
  - December 25 Christmas Day
  - December 31 New Year's Eve
  - January 1 New Year's Day
  - January 18 Martin Luther King Jr. Day
  - February 15 Presidents Day
  - May 31 Memorial Day
5. The CHIEF BUSINESS OFFICER is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. CHIEF BUSINESS OFFICER may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination. During the 2020-2021 school year, this will be prorated for a start date of August 26, 2020 and will include eleven (11) days.