



# EXECUTIVE DIRECTOR/CEO

## CONTRACT & JOB DESCRIPTION

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April 11, 2024

# ROLE REVIEW

- The Executive Director is the primary administrator of the organization, tasked with the holistic oversight of school operations, ensuring all functions and programmatic offerings align with Excel Academy Charter Schools mission, vision, and core values.
- This position embodies leadership across all functional areas, including academic excellence, staff performance, fiscal health, community engagement, and operational efficiency.



# Strategic Leadership & Operational Excellence

- ★ Advocates for the charter's mission and vision, fostering a unified direction among all educational partners.
- ★ Ensures the integration of the California Professional Standards for Education Leaders (CPSEL), covering aspects from shared vision development to external policy engagement.
- ★ Oversees program implementation, making pivotal administrative decisions to optimize school functioning.
- ★ Directs budgeting and financial management, ensuring stability and compliance with fiscal practices.

## Employment Duties and Responsibilities

***The Executive Director is responsible for managing Charter School operations according to a board-approved job description and maintaining professional standards.***

# Academic and Staff Performance

★ Guides instructional leadership, aiming for continuous improvement in teaching and learning outcomes.

★ Manages staff evaluations, professional development, and ensures a high-performing educational team.

★ Exercises delegated authority to make critical personnel decisions, including hiring, retaining, and terminating staff, ensuring these actions align with board policies and adhere to legal and regulatory standards. All personnel decisions will be ratified by the board of directors at the subsequent board meeting.

## Employment Duties and Responsibilities

- *Holds the exclusive right to manage personnel, including hiring and reassignments, with Board approval, reinforcing their authority and respect for their professional role.*
- *Serves as the primary liaison for Board and staff communications on employment matters and policy recommendations.*

# Community and Stakeholder Engagement

- ★ Enhances relationships within the charter school community and with external sponsors, promoting the school's achievements and fostering networks to benefit school operations.

## Employment Duties and Responsibilities

- *All school-related criticisms and suggestions are directed to the Executive Director to ensure centralized decision-making and prevent Board interference in daily administration.*
- *Encourages a collaborative relationship between the Board and Executive Director, utilizing external advisors to enhance this partnership when necessary.*

# Compliance and Policy Development

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## Employment Duties and Responsibilities

- *Required to maintain all professional licenses and credentials, while also committed to ongoing professional development.*
- *Participates in all Board meetings, offering insights and recommendations on school business.*
- *All school-related criticisms and suggestions are directed to the Executive Director to ensure centralized decision-making and prevent Board interference in daily administration.*

- ★ Maintains adherence to state and federal laws, develops policies, and ensures the school's compliance with educational standards and regulations.

# Professional Development and Evaluation

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- ★ Encourages lifelong learning among staff, including themselves, staying abreast of educational trends and legal requirements.
- ★ Undergoes regular performance evaluations based on agreed-upon goals with the Board, ensuring accountability and alignment with the school's strategic objectives

## Evaluation of the Executive Director/CEO

- ***The Board and Executive Director/CEO set annual performance goals, assess performance in a closed session, and provide feedback. Satisfactory evaluations lead to salary adjustments and contract extensions. Unsatisfactory evaluations require improvement plan.***

## Current Duration//Evergreen Clause:

- Three-year contract, currently from July 1, 2023, to June 30, 2026, with an automatic one-year extension option based on a satisfactory performance evaluation.

## Notice Requirements

- Charter School must provide 120 days written notice before the agreement expires if it does not intend to renew.
- The Executive Directors compensation is eligible for annual step increases and cost-of-living adjustments in line with CalSTRS guidelines and equitable to other staff increases if budget and annual evaluation permits; subject to Board approval.
- The employment year consists of 220 workdays
- Reimbursements are provided for necessary business expenses, along with applicable stipends including professional development and health and welfare

# KEY CONTENT





# Legal & Miscellaneous Provisions

## Legal:

- ★ **Governing Law:** Governed by California law.
- ★ **Entirety and Supersession:** This agreement supersedes all prior ones, relying only on documented representations.
- ★ **Severability:** Invalid provisions don't affect the agreement's validity.
- ★ **Amendments:** Must be in writing and signed by both parties.
- ★ **Interpretation:** Constructed to realize mutual intent, with no bias towards the drafter.
- ★ **Waiver:** Non-enforcement of any part does not waive enforcement of others.
- ★ **Headings:** For convenience only, without affecting interpretation.
- ★ **Legal Costs:** Winning party in disputes entitled to legal fees.
- ★ **Cooperation:** Parties commit to actions necessary for the agreement's execution.
- ★ **Non-transferability:** Agreement cannot be assigned by either party.
- ★ **Multiple Forms:** Can be executed in counterparts, collectively forming a single agreement.
- ★ **Indemnification:** Charter School defends the Executive Director/CEO against job-related legal actions.
- ★ **Dispute Resolution:** Arbitration in San Bernardino County, CA, with court action reserved for injunctions or writs.
- ★ **Security Measures:** Provided in case of public controversy or threats.

# Legal & Miscellaneous Provisions

(cont.)

## Termination:

- ★ The Executive Director can end the contract with a minimum 60-day notice, and termination can also result from mutual agreement, incapacity due to health reasons, or death.
- ★ The Board has grounds to terminate for just cause based on performance failures, gross incompetence, serious errors, theft, illegal actions, unsatisfactory evaluations, or credential issues pending a hearing.
- ★ Alternatively, the Board may terminate without specific cause, providing the Executive Director a severance of up to 12 months' salary or the remaining contract value plus continued health benefits.
- ★ If terminated without cause and subsequently convicted of office abuse, the Executive Director must refund any severance or defense payments received from the Charter School.

# TIMELINE

