



El Camino Charter High School

Regular Board Meeting

Date and Time

Thursday July 9, 2020 at 4:30 PM PDT

Location

Teleconference Only - please see below.

REGULAR BOARD MEETING

For board meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted in the school's website (<https://ecrchs.net> - click the ECR Board tab).

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public. Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Public Comments." "Public Comments" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed thirty (30) minutes. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an opportunity to speak for up to three (3) minutes before the item, and total time allocated to agenda items will not exceed six (6) minutes for a discussion item and nine (9) minutes per vote item. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well.
4. When addressing the Board, speakers are requested to adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Executive Director recommends approval of all consent agenda items.

PARTICIPATING TELEPHONICALLY

To participate in the Board meeting telephonically, please call **(646) 749-3122, access code 327-828-269**. Please note that, in order to conduct an orderly meeting, all members of the public will be placed on mute during the Board meeting, except during public comments. If you would like to speak on a specific agenda item, please advise the Board during the public comments section. Note that members of the public attending a meeting conducted via teleconference do not need to give their name when entering the conference call.

If you have any questions or issues, or if you would like to make a public comment on an agenda or non-agenda item, please contact Daniel Chang by email at d.chang@ecrchs.net.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to Daniel Chang, in person, by email at d.chang@ecrchs.net, or by calling (818) 595-7537.

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
Opening Items			
A. Call the Meeting to Order		Scott Silverstein	1 m
B. Record Attendance and Guests		Daniel Chang	1 m
C. Pledge of Allegiance		Beatriz Chen	3 m
D. Public Comments		Public	30 m
II. School Business			5:05 PM
A. Board Review of Comparable Compensation Data for Charter School Executives	Discuss	Scott Silverstein	10 m
The Board will review comparable compensation data for the Executive Director, Chief Business Officer, and Chief Compliance Officer positions.			
III. Closed Session			5:15 PM
A. Public Employee Performance Evaluation Title: Chief Compliance Officer. Report and recommendation.	Discuss	Scott Silverstein	10 m
B. Public Employee Performance Evaluation Title: Executive Director. Report and recommendation.	Discuss	Scott Silverstein	10 m
C. Public Employment Title: Chief Compliance Officer	Discuss	Scott Silverstein	10 m
D. Public Employment Title: Executive Director	Discuss	Scott Silverstein	5 m
E. Public Employment Title: Chief Business Officer	Discuss	Scott Silverstein	15 m
IV. Reconvene to Open Session			6:05 PM
A. Report on Actions Taken in Closed Session, If Any	Discuss	Scott Silverstein	1 m

- | | | | |
|--|------|-------------------|-----|
| B. Possible Board Approval of Resolution Regarding Executive Compensation for Executive Director | Vote | Scott Silverstein | 5 m |
| ACTION ITEM: motion to approve Resolution Regarding Executive Compensation for Executive Director | | | |
| C. Possible Board Approval of Resolution Regarding Executive Compensation for Chief Compliance Officer | Vote | Scott Silverstein | 5 m |
| ACTION ITEM: motion to approve Resolution Regarding Executive Compensation for Chief Compliance Officer | | | |
| D. Possible Board Approval of Resolution Regarding Executive Compensation for Chief Business Officer | Vote | Scott Silverstein | 5 m |
| ACTION ITEM: motion to approve Resolution Regarding Executive Compensation for Chief Business Officer | | | |
| E. Possible Board Approval of Employment Agreement for Executive Director | Vote | Scott Silverstein | 5 m |
| Report of salary, salary schedule, or compensation paid as fringe benefits to Executive Director | | | |
| <ol style="list-style-type: none"> 1. Salary 2. Health Benefits 3. Bonuses 4. Life Insurance 5. Stipends / Allowances 6. Differentials | | | |
| F. Possible Board Approval of Employment Agreement for Chief Compliance Officer | Vote | Scott Silverstein | 5 m |
| Report of salary, salary schedule, or compensation paid as fringe benefits to Chief Compliance Officer | | | |
| <ol style="list-style-type: none"> 1. Salary 2. Health Benefits 3. Bonuses 4. Life Insurance 5. Stipends / Allowances 6. Differentials | | | |
| G. Possible Board Approval of Employment Agreement for Chief Business Officer | Vote | Scott Silverstein | 5 m |
| Report of salary, salary schedule, or compensation paid as fringe benefits to Chief Business Officer | | | |
| <ol style="list-style-type: none"> 1. Salary 2. Health Benefits 3. Bonuses 4. Life Insurance 5. Stipends / Allowances 6. Differentials | | | |

V. Financial

6:36 PM

- | | | | |
|--|------|-------------------|------|
| A. Discuss and Possible Approval of Revised Executive Salary Table | Vote | David Hussey | 10 m |
| Board will discuss and vote on revising the Executive Salary Table to include Steps 4 and 5 for the Chief Business Officer position. | | | |
| ACTION ITEM: motion to approve the revised Executive Salary Table. | | | |
| B. Discuss and Vote on Adding Check Signers | Vote | David Hussey | 10 m |
| Discuss and vote on adding an Assistant Principal and the Chief Business Officer as check signers to school bank accounts. | | | |
| ACTION ITEM: motion to approve adding Assistant Principal and Chief Business Officer as check signers to the school bank accounts. | | | |
| C. Discuss and Vote on Application for SBA Paycheck Protection Program Loan | Vote | Scott Silverstein | 10 m |
| The Board will discuss whether ECR should apply for the Paycheck Protection Program ("PPP") loan offered by the Small Business Administration and entering into a resolution to do so. | | | |
| ACTION ITEM: motion to approve the application for the loan through SBA's Paycheck Protection Program and to approve the resolution. | | | |

VI. Closing Items

7:06 PM

A. Adjourn Meeting

Vote

Scott Silverstein

1 m

Cover Sheet

Board Review of Comparable Compensation Data for Charter School Executives

Section: II. School Business
Item: A. Board Review of Comparable Compensation Data for Charter School Executives
Purpose: Discuss
Submitted by:
Related Material: CBO Reasonable Compensation Comparability Data.pdf
CCO Reasonable Compensation Comparability Data.pdf
Executive Director Reasonable Compensation Comparability Data.pdf

Chief Business Officer Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	Chief Business Officer	\$145,708.02 - \$177,116.63	\$177,116.63	\$7,773.07 - \$36,523.67 Health	\$184,889.70 - \$213,640.30
El Camino Real	3,562	Chief Business Officer	\$168,000 - \$174,787.20	N/A	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$182,560.20 - \$211,310.88 (Based on Step 3)
Granada Hills	4,698	Chief Business Officer	\$150,000.00 - \$205,000.00	\$174,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$181,831.20 - \$198,842.04
Palisades	2,964	Chief Business Officer	\$115,425.47 - \$147,860.47	\$150,860.00 Step 8 (includes longevity bonus)	\$15,718.80 - \$19,345.20 Health	\$166,578.80 - \$170,205.20

Chief Compliance Officer Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	Human Resources Director	\$118,320.00 - \$144,054.86	N/A (Currently open)	\$7,773.07 - \$36,523.67 Health	\$126,039.07 - \$154,843.67 (Based on Step 1)
El Camino Real	3,562	Chief Compliance Officer	\$121,000.00 - \$130,872.00	\$135,839.00* Step 3	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$146,612.00 - \$172,362.68
Granada Hills	4,698	Human Resources Manager / Chief of Staff	\$105,000.00 - \$155,004.00	\$145,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$152,831.20 - \$169,842.04
Palisades	2,964	Human Resources Director	\$87,443.54 - \$121,327.91	\$121,327.91 Step 8	\$15,718.80 - \$19,345.20 Health	\$137,046.71 - \$140,673.11

* Includes \$10,000/yr differential for JD

Additional Comparables (Salary Only)

LAUSD Assistant General Counsel I	\$89,691.36 - \$119,862.00
LAUSD Assistant General Counsel II	\$167,774.88 – 181,223.52
Green Dot Public Schools General Counsel	\$140,000.00 - \$160,000.00

Executive Director Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	CEO / Principal	\$200,000.00 - \$210,000.00	\$200,000.00 N/A	\$7,773.07 - \$36,523.67 Health	\$207,773.07 - \$236,523.67
El Camino Real	3,562	Executive Director	\$186,000.00 - \$215,000.00	\$207,500.00 Step 4	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$215,273.00 - \$244,023.68*
Granada Hills	4,698	Executive Director	N/A	\$285,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$292,831.20 - \$309,842.04*
Palisades	2,964	Executive Director / Principal	\$169,793.28 - \$206,384.79	\$206,384.79 Step 5	\$15,718.80 - \$19,345.20 Health	\$207,773.07 - \$236,523.67

* Does not include cell phone stipend

Cover Sheet

Possible Board Approval of Resolution Regarding Executive Compensation for Executive Director

Section: IV. Reconvene to Open Session
Item: B. Possible Board Approval of Resolution Regarding Executive Compensation for Executive Director
Purpose: Vote
Submitted by:
Related Material: Resolution re Executive Director.pdf

**BOARD OF DIRECTORS
EL CAMINO REAL ALLIANCE**

**RESOLUTION
RE: EXECUTIVE DIRECTOR**

The Board of Directors (“Board”) of El Camino Real Alliance (“ECRA”), a tax exempt, California nonprofit public benefit corporation operating a public charter school, does hereby adopt the following resolution pursuant to the provisions of the California Nonprofit Integrity Act, and as also required by the Internal Revenue Service requirements for tax exempt 501(c)(3) entities:

WHEREAS, when ECRA considers renewing or extending a contract term or modifying total compensation (separate from organization wide increases) to be paid to the ECRA Executive Director, the Board must ensure that such compensation is reasonable; and

WHEREAS, the Board must determine the compensation of the ECRA Executive Director within the confines of legal requirements and best practices for tax exempt, nonprofit corporations; and

WHEREAS, the Board must ensure the Executive Director compensation is within the range of similar organizations across the region, also taking into account other factors the Board believes pertinent to the setting of its Executive Director’s compensation; and

WHEREAS, the Board desires to take all recommended steps to ensure the compensation paid to the Executive Director is reasonable, and that the Board has followed legally required procedures, as detailed below:

1. Approval of Compensation. The Board must evaluate the compensation of the ECRA’s Executive Director and approve in advance any change to the compensation for the Executive Director.
2. Definitions. For purposes of this resolution, the ECRA’s executive officer is the Executive Director, and the total compensation paid to the Executive Director is understood to include a base salary, any bonuses, retirement benefits, fringe benefits, liability insurance premiums, and other monetary or non-monetary benefits provided.
3. Recusal. Any Board members related to the Executive Director, any employee Board members reporting to the Executive Director or under his/her supervision, or any other individual having a personal interest in the compensation paid to the Executive Director, and the Executive Director himself/herself have been excluded from the Board’s discussion and determination of reasonable compensation.
4. Determining Compensation. The Board’s review of compensation data will guide the Board prior to its making any decisions to alter the Executive Director’s

compensation to ensure the compensation to be paid is reasonable. When determining whether the compensation or any change to compensation is reasonable, the Board:

- a. Has been presented with and considered comparability data and compared the compensation to be paid to the Executive Director with the compensation paid to the equivalent senior officers from at least three (3) similar organizations operating in metropolitan areas that have comparable revenues, employees, service populations and skills.
 - b. Recognizes the unique benefits provided by the Executive Director to ECRA, including the following: (1) knowledge of the ECRA educational program; (2) fidelity to the job description and position requirements as articulated in the charter petitions; and (3) the special knowledge, experience, and relationships with community members possessed by the Executive Director, which would be difficult to replace.
5. Source of Comparability Data. The Board has reviewed comparability data by documenting the compensation paid to officers holding similar positions in similar organizations. (See attached documentation at **Exhibit A**, Executive Director Reasonable Compensation Comparability Data, attached here and incorporated by reference.) Specifically, the compensation paid to school leaders at similar nonprofits operating public charter schools, this information obtained by contact with conversion charter schools in the area.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 9th day of July, 2020.

By: _____
Beatriz Chen, Secretary

EXHIBIT A

Executive Director Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	CEO / Principal	\$200,000.00 - \$210,000.00	\$200,000.00 N/A	\$7,773.07 - \$36,523.67 Health	\$207,773.07 - \$236,523.67
El Camino Real	3,562	Executive Director	\$186,000.00 - \$215,000.00	\$207,500.00 Step 4	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$215,273.00 - \$244,023.68*
Granada Hills	4,698	Executive Director	N/A	\$285,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$292,831.20 - \$309,842.04*
Palisades	2,964	Executive Director / Principal	\$169,793.28 - \$206,384.79	\$206,384.79 Step 5	\$15,718.80 - \$19,345.20 Health	\$207,773.07 - \$236,523.67

* Does not include cell phone stipend

Cover Sheet

Possible Board Approval of Resolution Regarding Executive Compensation for Chief Compliance Officer

Section: IV. Reconvene to Open Session
Item: C. Possible Board Approval of Resolution Regarding Executive Compensation for Chief Compliance Officer
Purpose: Vote
Submitted by:
Related Material: Resolution re CCO.pdf

**BOARD OF DIRECTORS
EL CAMINO REAL ALLIANCE**

**RESOLUTION
RE: CHIEF COMPLIANCE OFFICER**

The Board of Directors (“Board”) of El Camino Real Alliance (“ECRA”), a tax exempt, California nonprofit public benefit corporation operating a public charter school, does hereby adopt the following resolution pursuant to the provisions of the California Nonprofit Integrity Act, and as also required by the Internal Revenue Service requirements for tax exempt 501(c)(3) entities:

WHEREAS, when ECRA considers renewing or extending a contract term or modifying total compensation (separate from organization wide increases) to be paid to the ECRA Chief Compliance Officer, the Board must ensure that such compensation is reasonable; and

WHEREAS, the Board must determine the compensation of the ECRA Chief Compliance Officer within the confines of legal requirements and best practices for tax exempt, nonprofit corporations; and

WHEREAS, the Board must ensure the Chief Compliance Officer compensation is within the range of similar organizations across the region, also taking into account other factors the Board believes pertinent to the setting of its Chief Compliance Officer’s compensation; and

WHEREAS, the Board desires to take all recommended steps to ensure the compensation paid to the Chief Compliance Officer is reasonable, and that the Board has followed legally required procedures, as detailed below:

1. Approval of Compensation. The Board must evaluate the compensation of the ECRA’s Chief Compliance Officer and approve in advance any change to the compensation for the Chief Compliance Officer.
2. Definitions. For purposes of this resolution, the ECRA’s executive officer is the Chief Compliance Officer, and the total compensation paid to the Chief Compliance Officer is understood to include a base salary, any bonuses, retirement benefits, fringe benefits, liability insurance premiums, and other monetary or non-monetary benefits provided.
3. Recusal. Any Board members related to the Chief Compliance Officer, any employee Board members reporting to the Chief Compliance Officer or under his/her supervision, or any other individual having a personal interest in the compensation paid to the Chief Compliance Officer, and the Chief Compliance Officer himself/herself have been excluded from the Board’s discussion and determination of reasonable compensation.

4. Determining Compensation. The Board’s review of compensation data will guide the Board prior to its making any decisions to alter the Chief Compliance Officer’s compensation to ensure the compensation to be paid is reasonable. When determining whether the compensation or any change to compensation is reasonable, the Board:
 - a. Has been presented with and considered comparability data and compared the compensation to be paid to the Chief Compliance Officer with the compensation paid to the equivalent senior officers from at least three (3) similar organizations operating in metropolitan areas that have comparable revenues, employees, service populations and skills.
 - b. Recognizes the unique benefits provided by the Chief Compliance Officer to ECRA, including the following: (1) knowledge of the ECRA educational program; (2) fidelity to the job description and position requirements as articulated in the charter petitions; and (3) the special knowledge, experience, and relationships with community members possessed by the Chief Compliance Officer, which would be difficult to replace.

5. Source of Comparability Data. The Board has reviewed comparability data by documenting the compensation paid to officers holding similar positions in similar organizations. (See attached documentation at **Exhibit A**, Chief Compliance Officer Reasonable Compensation Comparability Data, attached here and incorporated by reference.) Specifically, the compensation paid to school leaders at similar nonprofits operating public charter schools, this information obtained by contact with conversion charter schools in the area.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 9th day of July, 2020.

By: _____
Beatriz Chen, Secretary

EXHIBIT A

Chief Compliance Officer Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	Human Resources Director	\$118,320.00 - \$144,054.86	N/A (Currently open)	\$7,773.07 - \$36,523.67 Health	\$126,039.07 - \$154,843.67 (Based on Step 1)
El Camino Real	3,562	Chief Compliance Officer	\$121,000.00 - \$130,872.00	\$135,839.00* Step 3	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$146,612.00 - \$172,362.68
Granada Hills	4,698	Human Resources Manager / Chief of Staff	\$105,000.00 - \$155,004.00	\$145,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$152,831.20 - \$169,842.04
Palisades	2,964	Human Resources Director	\$87,443.54 - \$121,327.91	\$121,327.91 Step 8	\$15,718.80 - \$19,345.20 Health	\$137,046.71 - \$140,673.11

* Includes \$10,000/yr differential for JD

Additional Comparables (Salary Only)

LAUSD Assistant General Counsel I	\$89,691.36 - \$119,862.00
LAUSD Assistant General Counsel II	\$167,774.88 – 181,223.52
Green Dot Public Schools General Counsel	\$140,000.00 - \$160,000.00

Cover Sheet

Possible Board Approval of Resolution Regarding Executive Compensation for Chief Business Officer

Section: IV. Reconvene to Open Session
Item: D. Possible Board Approval of Resolution Regarding Executive Compensation for Chief Business Officer
Purpose: Vote
Submitted by:
Related Material: Resolution re CBO.pdf

**BOARD OF DIRECTORS
EL CAMINO REAL ALLIANCE**

**RESOLUTION
RE: CHIEF BUSINESS OFFICER**

The Board of Directors (“Board”) of El Camino Real Alliance (“ECRA”), a tax exempt, California nonprofit public benefit corporation operating a public charter school, does hereby adopt the following resolution pursuant to the provisions of the California Nonprofit Integrity Act, and as also required by the Internal Revenue Service requirements for tax exempt 501(c)(3) entities:

WHEREAS, when ECRA considers renewing or extending a contract term or modifying total compensation (separate from organization wide increases) to be paid to the ECRA Chief Business Officer, the Board must ensure that such compensation is reasonable; and

WHEREAS, the Board must determine the compensation of the ECRA Chief Business Officer within the confines of legal requirements and best practices for tax exempt, nonprofit corporations; and

WHEREAS, the Board must ensure the Chief Business Officer compensation is within the range of similar organizations across the region, also taking into account other factors the Board believes pertinent to the setting of its Chief Business Officer’s compensation; and

WHEREAS, the Board desires to take all recommended steps to ensure the compensation paid to the Chief Business Officer is reasonable, and that the Board has followed legally required procedures, as detailed below:

1. Approval of Compensation. The Board must evaluate the compensation of the ECRA’s Chief Business Officer and approve in advance any change to the compensation for the Chief Business Officer.
2. Definitions. For purposes of this resolution, the ECRA’s executive officer is the Chief Business Officer, and the total compensation paid to the Chief Business Officer is understood to include a base salary, any bonuses, retirement benefits, fringe benefits, liability insurance premiums, and other monetary or non-monetary benefits provided.
3. Recusal. Any Board members related to the Chief Business Officer, any employee Board members reporting to the Chief Business Officer or under his/her supervision, or any other individual having a personal interest in the compensation paid to the Chief Business Officer, and the Chief Business Officer himself/herself have been excluded from the Board’s discussion and determination of reasonable compensation.

4. Determining Compensation. The Board’s review of compensation data will guide the Board prior to its making any decisions to alter the Chief Business Officer’s compensation to ensure the compensation to be paid is reasonable. When determining whether the compensation or any change to compensation is reasonable, the Board:
 - a. Has been presented with and considered comparability data and compared the compensation to be paid to the Chief Business Officer with the compensation paid to the equivalent senior officers from at least three (3) similar organizations operating in metropolitan areas that have comparable revenues, employees, service populations and skills.
 - b. Recognizes the unique benefits provided by the Chief Business Officer to ECRA, including the following: (1) knowledge of the ECRA educational program; (2) fidelity to the job description and position requirements as articulated in the charter petitions; and (3) the special knowledge, experience, and relationships with community members possessed by the Chief Business Officer, which would be difficult to replace.

5. Source of Comparability Data. The Board has reviewed comparability data by documenting the compensation paid to officers holding similar positions in similar organizations. (See attached documentation at **Exhibit A**, Chief Business Officer Reasonable Compensation Comparability Data, attached here and incorporated by reference.) Specifically, the compensation paid to school leaders at similar nonprofits operating public charter schools, this information obtained by contact with conversion charter schools in the area.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 9th day of July, 2020.

By: _____
Beatriz Chen, Secretary

EXHIBIT A

Chief Business Officer Reasonable Compensation Comparability Data

School Name	Enrollment 2019-2020	Title	Salary Range	Current Salary / Step	Benefits	Total Compensation
Birmingham	3,165	Chief Business Officer	\$145,708.02 - \$177,116.63	\$177,116.63	\$7,773.07 - \$36,523.67 Health	\$184,889.70 - \$213,640.30
El Camino Real	3,562	Chief Business Officer	\$168,000 - \$174,787.20	N/A	\$7,773.00 - \$36,523.68 Health \$50/mo. cell phone	\$182,560.20 - \$211,310.88 (Based on Step 3)
Granada Hills	4,698	Chief Business Officer	\$150,000.00 - \$205,000.00	\$174,000.00 N/A	\$7,831.20 - \$24,842.04 Health \$60/mo. cell phone	\$181,831.20 - \$198,842.04
Palisades	2,964	Chief Business Officer	\$115,425.47 - \$147,860.47	\$150,860.00 Step 8 (includes longevity bonus)	\$15,718.80 - \$19,345.20 Health	\$166,578.80 - \$170,205.20

Cover Sheet

Possible Board Approval of Employment Agreement for Executive Director

Section: IV. Reconvene to Open Session
Item: E. Possible Board Approval of Employment Agreement for Executive Director
Purpose: Vote
Submitted by:
Related Material: Employment Agreement Executive Director.pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
EL CAMINO REAL ALLIANCE & DAVID L. HUSSEY

This Employment Agreement (“Agreement”) is entered into by and between David L. Hussey (the “Employee”) and the Governing Board (“Board”) of El Camino Real Alliance (“ECRA”), a California public charter school approved by the Los Angeles Unified School District (“District”) and doing business as El Camino Real Charter High School. The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of ECRA’s charter. The parties recognize that the provisions of the California Education Code do not govern ECRA, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

R E C I T A L S

WHEREAS, ECRA is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, ECRA is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, ECRA desires to retain the services of the Employee of ECRA by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and ECRA 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 do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE.** Subject to Section 12, “Termination of Contract” herein, ECRA hereby employs the Employee to serve as the Executive Director for a term to commence on July 1, 2020 and end on June 30, 2021.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 8:00 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule, on weekends, as well as before and after the regular work year or hours of the workday.

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 ECRA.

2. **COMPENSATION.** The Employee will receive a monthly salary based upon a gross base annual salary of \$215,000.00 (which is the amount specified for year five of the current ECRA Board-approved Executive Director salary schedule), subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At ECRA’s expense, the Employee shall be afforded such health benefits as shall be granted to ECRA’s certificated employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation:** The Employee is also entitled to vacation to be accrued at the rate of two (2) days per month (twenty-four (24) days annually). Vacation time may not be utilized before it is earned. Vacation can accrue up to a maximum of thirty-six (36) days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.
- c. **Sick Leave.** The Employee shall be entitled to thirteen (13) sick days annually. Sick days carry over from year to year but are not paid out.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
- e. **Technology.** ECRA will provide the Employee a technology (e.g., cell phone) reimbursement of \$50.00 per month.

4. **DUTIES.** The Employee shall perform the duties of the Executive Director as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board. The Employee is exempt from overtime law.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work consistent with the work calendar for this position throughout the school year.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and any other mutually developed goals or standards. 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 in no way impair ECRA’s ability to terminate the Employee consistent with Section 12 herein.

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

8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee’s fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process

and will be required to submit evidence from a licensed physician that he 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.

9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code § 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 is a child care custodian and is certifying that he has knowledge of California Penal Code § 11166 and will comply with its provisions.

10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he will have access to confidential and proprietary information. The 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 his employment with ECRA.

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

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, the Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee Handbook; or the Employee’s failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee his salary for a period of time not to exceed six (6) months, or the remaining term of the Agreement, whichever is less. In addition, if the Board terminates this Agreement without cause, the Employee shall have the right to return to the position of Credentialed Counselor/Teacher at ECRA consistent with the terms of an employment

agreement for that position. In the event of such return, the term of employment under this agreement and preceding agreements will not constitute a break in service, and the Employee will retain his initial date of seniority with LAUSD.

- c. **Death or Incapacitation of Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
 - d. **Revocation/Nonrenewal:** In the event that the ECRA charter with its granting agency is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections a or b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms. In the event the Board elects to not renew this Agreement, the Employee shall have the right to return to the position of Credentialed Counselor/Teacher at ECRA consistent with the terms of an employment agreement for that position. In the event of such return, the term of employment under this agreement and preceding agreements will not constitute a break in service, and the Employee will retain his initial date of seniority with LAUSD.
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 the Employee multiplied by twelve (12).
 - b. **Required Reimbursements.** The Employee shall be required to reimburse ECRA for any salary or fees he receives from ECRA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse ECRA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.
15. **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.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement

of compliance with, the same or any other provision or contractual 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.

- 17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.
- 18. **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 of the parties hereto.
- 19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal 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 and no presumption shall arise concerning the draftsman of such provision.
- 20. **SEVERABILITY.** If any term, provision, condition or covenant of the 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.
- 21. **EXECUTION OF COUNTERPARTS.** 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.
- 22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf
of ECRA

Dated: _____

By: _____

Scott Silverstein, Board Chair

Dated: _____

David L. Hussey

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

ATTACHMENT A

The Executive Director serves as the educational leader and chief executive of ECRCHS. The Executive Director is the School's top ambassador; he is responsible for ensuring that the School stays true to its mission and for guiding the School toward the fulfillment of its vision and future goals. The Executive Director oversees all educational and operational functions of the School, including but not limited to the direction of the instructional program, the evaluation of staff, and the operation of the school facility. The Executive Director is responsible for delegating tasks to his team of Assistant Principals and business staff. The Executive Director is expected to participate in school activities and engage in proactive and positive community leadership. The Executive Director reports to the ECRCHS Board of Directors. The Executive Director of ECRCHS shall hold an appropriate Administrative Services Credential authorizing service as a Principal at the secondary school level. The Executive Director must also possess training in the broad aspects of school administration, instructional strategies, and curriculum development. A minimum of five (5) years of teaching experience and five (5) years of administrative experience is required. Experience in a traditional public school or charter school setting is preferred. An applicant without a current Administrative Services Credential may be considered only if the applicant provides evidence of five or more years of public school administrative experience.

The Executive Director shall perform assigned tasks as directed by the ECRCHS Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include but are not limited to the following:

- Ensure that the School stays true to its mission.
- Guide the School toward the fulfillment of its vision and future goals.
- Communicate with and report to the Board of Directors.
- Oversee implementation of policies established by the Board of Directors.
- Oversee School finances and take actions to ensure financial stability and accurate financial records.
- Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal.
- Encourage and support teacher professional development.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors.
- Oversee student discipline, and as necessary participate in the suspension and expulsion process.
- Oversee a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables.
- Promote the School in the community, encourage positive public relations and interact effectively with media.
- Take an active role in fundraising and grant writing for the School.
- Ensure compliance with all applicable state and federal laws.
- Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District.
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.
- Present independent fiscal audit to the Board of Directors and after review by the Board of Trustees, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

Cover Sheet

Possible Board Approval of Employment Agreement for Chief Compliance Officer

Section: IV. Reconvene to Open Session
Item: F. Possible Board Approval of Employment Agreement for Chief Compliance Officer
Purpose: Vote
Submitted by:
Related Material: Employment Agreement CCO.pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
EL CAMINO REAL ALLIANCE & DANIEL CHANG

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of El Camino Real Alliance (“ECRA”), a California public charter school approved by the Los Angeles Unified School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of ECRA’s charter. The parties recognize that the provisions of the California Education Code do not govern ECRA, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, ECRA is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, ECRA is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, ECRA desires to retain the services of the Employee of ECRA by way of this Agreement and Employee is qualified to perform such duties; and

WHEREAS, the Employee and ECRA 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 do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE.** Subject to Section 12, “Termination of Contract” herein, ECRA hereby employs the Employee to serve as the Chief Compliance Officer for a term to commence on July 1, 2020 and end on June 30, 2021.

The Chief Compliance Officer position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 8:00 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule.

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 ECRA.

2. **COMPENSATION.** The Employee will receive a monthly salary based upon a gross base annual salary of \$128,331.00, subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled workdays of the position.

The Employee shall also be entitled to a differential of \$10,000.00 per year for his advanced degree.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At the School's expense, the Employee shall be afforded such health benefits as shall be granted to ECRA's certificated employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation:** The Employee is also entitled to vacation to be accrued at the rate of two (2) days per month (twenty-four (24) days annually). Vacation time may not be utilized before it is earned. Vacation can accrue up to a maximum of thirty-six (36) days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.
- c. **Sick Leave.** The Employee shall be entitled to thirteen (13) sick days annually. Sick days carry over from year to year but are not paid out.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
- e. **Technology.** ECRA will provide the Employee a cell phone reimbursement of \$50.00 dollars per month.

4. **DUTIES.** The Employee shall perform the duties of the Chief Compliance Officer as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board. Employee is exempt from overtime law.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work consistent with the work calendar for this position throughout the school year.

6. **EVALUATION.** The Executive Director shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and any other mutually developed goals or standards. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Executive Director 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 Employee, the Executive Director shall meet with Employee to discuss the evaluation.

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

8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired

through submitting 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 and will be required to submit evidence from a licensed physician that he 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.

9. **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 he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he will have access to confidential and proprietary information. The 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 his employment with ECRA.

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

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee Handbook; or Employee’s failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee his salary for a period of time not to exceed three (3) months.

- c. **Death or Incapacitation of Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
 - d. **Revocation/Nonrenewal:** In the event that the ECRA charter with its granting agency is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections a or b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
 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 the Employee multiplied by twelve (12).
 - b. **Required Reimbursements.** The Employee shall be required to reimburse ECRA for any salary or fees he receives from ECRA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse ECRA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.
 15. **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.
 16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual 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.
 17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

- 18. **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 of the parties hereto.
- 19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal 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 and no presumption shall arise concerning the draftsman of such provision.
- 20. **SEVERABILITY.** If any term, provision, condition or covenant of the 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.
- 21. **EXECUTION OF COUNTERPARTS.** 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.
- 22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf
of ECRA

DATED: _____

By: _____
David Hussey, Executive Director

DATED: _____

Daniel Chang

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

ATTACHMENT A

The Chief Compliance Officer will be responsible for ensuring 100% compliance with all relevant and applicable governance, charter laws, education code, collective bargaining agreements, the school's charter petition, and oversee requirements (for example, LAUSD). The CCO will develop, refine, and manage a regional compliance calendar, data dictionary, and standard processes and protocols. In addition, the CCO will work closely with the School Board, Administration, Technology, and Business Office to meet ongoing compliance deadlines.

Day to Day Responsibilities:

- Develop and manage a regional compliance calendar (i.e., a comprehensive list of federal, state, and reporting deadlines as well as a thoughtful list of activities that schools and departments will need to complete throughout the year to meet these deadlines).
- Refine and manage regional compliance policies, processes, and protocols (i.e., creating a data dictionary that defines how ECRCHS calculates commonly used terms, creating process maps for collection, analysis, and use of key data metrics to ensure clarity and efficiency).
- Work closely with school leaders, assistant principals, and department leaders to share compliance requirements.
- Oversee the compliance specific board meeting agenda and minutes to ensure all compliance deliverables are being met accordingly; work closely with relevant team members to ensure timely project management of all applicable internal and external deadlines.
- Train assistant principals and department leaders as needed on updated and/or new requirements.
- Work closely with school leaders, assistant principals, and department leaders to ensure all impacted groups are complying with current processes and policies and to ensure the organization is meeting deadlines in the most efficient and effective manner possible.
- Lend expertise and exercise a consultative approach specific to compliance requirements and proper use cases for all required meetings and committees that involve stakeholders.
- Receive and fulfill all requests made under the Public Records Act.
- Oversee compliance with LAUSD Charter Transparency Resolution.
- Ensure compliance with CALPADS reporting requirements.
- Work closely with the Chief Business Officer to ensure compliance with miscellaneous (international students, trust accounts, civic center, fundraising, ASB, school-sponsored activities).
- Provide ad-hoc reporting upon request.

Cover Sheet

Possible Board Approval of Employment Agreement for Chief Business Officer

Section: IV. Reconvene to Open Session
Item: G. Possible Board Approval of Employment Agreement for Chief Business Officer
Purpose: Vote
Submitted by:
Related Material: Employment Agreement CBO.pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
EL CAMINO REAL ALLIANCE & GREGORY WOOD

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (the “Employee”) and the Governing Board (“Board”) of El Camino Real Alliance (“ECRA”), a California public charter school approved by the Los Angeles Unified School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of ECRA’s charter. The parties recognize that the provisions of the California Education Code do not govern ECRA, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, ECRA is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, ECRA is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, ECRA desires to retain the services of the Employee of ECRA by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and ECRA 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 do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE.** Subject to Section 12, “Termination of Contract” herein, ECRA hereby employs the Employee to serve as the Chief Business Officer for a term to commence on July 1, 2020 and end on June 30, 2023.

The Chief Business Officer position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 7:00 a.m. to 3:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule.

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 ECRA.

2. **COMPENSATION.** The Employee will receive a monthly salary based upon a gross base annual salary of \$174,787.20, subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive

additional compensation in the form of a salary increase or bonus from the Board.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At the School’s expense, the Employee shall be afforded such health benefits as shall be granted to ECRA’s certificated employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation.** The Employee is also entitled to vacation to be accrued at the rate of two (2) days per month (twenty-four (24) days annually). Vacation time may not be utilized before it is earned. Vacation can accrue up to a maximum of thirty-six (36) days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. During the first six (6) months of employment, vacation time will accrue but may not be utilized (unless otherwise agreed to on a case-by-case basis). Thereafter, vacation days may be used by the Employee subject to the prior approval of the Executive Director.
- c. **Sick Leave.** The Employee shall be entitled to thirteen (13) sick days annually. Sick days carry over from year to year but are not paid out.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
- e. **Technology.** ECRCHS will provide the Employee a cell reimbursement of \$50.00 per month.

4. **DUTIES.** The Employee shall perform the duties of the Chief Business Officer as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board. The Employee is exempt from overtime law.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work consistent with the work calendar for this position throughout the school year.

6. **EVALUATION.** The Executive Director shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and any other mutually developed goals or standards. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Executive Director 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 Executive Director shall meet with the Employee to discuss the evaluation.

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

8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee’s fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that he/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.

9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code § 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 is a child care custodian and is certifying that he has knowledge of California Penal Code § 11166 and will comply with its provisions.

10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he will have access to confidential and proprietary information. The 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 his employment with ECRA.

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

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, the Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee Handbook; or the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job specification.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee his/her

salary for a period of time not to exceed three (3) months, or the remaining term of the Agreement, whichever is less.

- c. **Death or Incapacitation of Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
 - d. **Revocation/Nonrenewal:** In the event that the ECRA charter with its granting agency is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections a or b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
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 the Employee multiplied by 6.
 - b. **Required Reimbursements.** The Employee shall be required to reimburse ECRA for any salary or fees he receives from ECRA in relation to his/her placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse ECRA for any cash settlement he/she receives in relation to his termination if he is convicted of a crime involving the abuse of office/position.
15. **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.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual 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.
17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the

attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

- 18. **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 of the parties hereto.
- 19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal 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 and no presumption shall arise concerning the draftsman of such provision.
- 20. **SEVERABILITY.** If any term, provision, condition or covenant of the 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.
- 21. **EXECUTION OF COUNTERPARTS.** 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.
- 22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf
of ECRA

DATED: _____

By: _____
David Hussey, Executive Director,

DATED: _____

Gregory Wood

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

ATTACHMENT A

The Chief Business Officer is responsible for all financial matters of El Camino Real Alliance dba El Camino Real Charter High School (“ECRCHS” or the “School”), including, but not limited to, its fiscal operations, its funds and investments, and its financial programs. The CBO leads, manages, and directs all financial and non-academic operational functions of the School.

Duties and Responsibilities:

- Performs the initial infrastructure set-up of fiscal controls and procedures, and on an on-going basis supervises purchasing accounting/finance, payroll, and funding and fiscal compliance.
- Serves as the liaison between the School and various local, state and federal government agencies such as LACOE, EDD, IRS, CDE, and LAUSD.
- Prepares and monitors the annual budget, including estimated revenues and expenditures along with multi-year projections.
- Responsible for certifying and processing transactions (fund control, disbursements, receivables, loans, and receipts), establishing financial management systems, preparing financial statements, and ensuring compliance with financial management laws and regulations.
- Responsible for reviewing the process of salary payments for all school employees and performing other duties related to payroll including tax deposits, external reporting, and third-party payments.
- Assist the coordination and implementation of the various employee benefits programs offered by the schools such as retirement and health benefit administration.
- Oversees all financial aspects of the Local Control Accountability Plan (LCAP) as implemented through the Local Control Funding Formula (LCFF).
- Organizes, administrates, and supervises support services (payroll, purchasing, associated student body personnel).
- Responsible for risk management, including legal and environmental issues.
- Serves as the investment manager.
- Oversees the accounting department to ensure proper maintenance of all accounting systems, records and functions.
- Ensures maintenance of appropriate internal controls and financial procedures.
- Coordinates year end close of financial records, audits and proper filing of tax returns.
- Ensures legal and regulatory compliance regarding all financial functions.
- Approves purchase orders, signs invoices, signs checks and approves wire transfers.
- Prepare informational documents and report to support ECRCHS’ negotiations teams in collective bargaining with all groups; monitor, analyze, and report to the Executive Director and the Board information related to collective bargaining .
- Finance:
 - Oversees cash flow planning and ensure availability of funds as needed.
 - Oversees financing strategies and activities, as well as banking relationships.
 - Execute a well-structured financial plan which ensures healthy reserves to meet future obligations including future capital expenditures, and contributions to the school’s retiree benefits trust.
 - Explore the availability of alternate funding sources to augment the school’s overall revenue (e.g. facility rentals, student activities, international student programs, student store sales, development fundraising, etc.).

- Oversees budgeting, and the implementation of budgets, to monitor progress and present operational metrics both internally and externally.
- Ensures that finance staff maintains financial record systems in accordance with Generally Accepted Accounting Principles (GAAP) and monitor the use of all funds.
- Oversees the preparation and approval of all financial reporting materials and metrics for funding organizations and board of directors; prepare and communicate monthly and annual financial statements.
- Manages cashflow and forecasting.
- Strategy:
 - As a true business partner to the Executive Director and chief officers, assesses organizational performance against both the annual budget and long-term strategy. Develops tools and systems to provide critical financial and operational information to the Executive Director.
 - Participates in the on-going strategic planning process as an integral member of the senior management team.
 - Oversees long-term budgetary planning and cost management in alignment with strategic plan.
 - Engages the Executive Director to align financial management with short-and long-term financial planning and projections.
- Work closely with the School's back office accounting firm to review produced reports and financial, research accounting issues, provide information needed for the final budget, and provide information on internal accounting transactions (e.g. accruals, depreciation, reserves, liability calculations).
- Work with actuary on the final calculation for retiree benefits by supervising the information gathering for the actuarial calculation.
- Work with and attend meetings held by various educational institutions, including LACOE and LAUSD specific to SELPA, Charter Offices, Facilities, Human Resources, Child Nutrition, Compliance, etc. Attend relevant trainings and workshops and ensure proper understanding of all bulletins and articles that require further planning and/or action.
- Troubleshoot issues from government authorities including but not limited to the IRS/EDD/ BOE/STRS/PERS/City of LA/Secretary of State; assist with any audits and reviews and provide necessary reports and tax forms.
- Conduct financial feasibility studies for possible expansion projects; work with Pacific Charter School Development or other consultants on possible expansion projects.
- Train and supervise business personnel and Back Office provider.
- Review the final restricted spending reports (e.g. LCAP, College Readiness, Title I, etc.) and incorporate the spending items into the final budget; communicate spending items to the Back Office provider effectively and on a timely basis.
- Work closely and harmoniously with School staff, administration, Board, and contract service providers.
- Responsible for any additional duties, responsibilities, and functions as delegated by the School's Executive Director.

Cover Sheet

Discuss and Possible Approval of Revised Executive Salary Table

Section: V. Financial
Item: A. Discuss and Possible Approval of Revised Executive Salary Table
Purpose: Vote
Submitted by:
Related Material: Proposed ECRA Executive Salary Table.pdf

ECRA Executive Salary Table

Executive Director

1	2	3	4	5
186,000	193,500	200,000	207,500	215,000

Chief Business Officer

1	2	3	4	5
168,000	171,360	174,787.20	178,282.94	181,848.60

Chief Compliance Officer

1	2	3	4	5
121,000	123,396	125,839	128,331	130,872

Differentials

Master's	\$ 5,000.00
MBA	\$ 8,000.00
JD	\$10,000.00
Doctorate	\$10,000.00

Note: the Board determines compensation of executives.

Cover Sheet

Discuss and Vote on Application for SBA Paycheck Protection Program Loan

Section: V. Financial
Item: C. Discuss and Vote on Application for SBA Paycheck Protection Program Loan
Purpose: Vote
Submitted by:
Related Material: Resolution re SBA PPP Loan.pdf

**BOARD OF DIRECTORS
EL CAMINO REAL ALLIANCE**

**RESOLUTION
RE: SMALL BUSINESS ADMINISTRATION
PAYCHECK PROTECTION PROGRAM LOAN**

The Board of Directors (the “Board”) of El Camino Real Alliance (“ECRA”), a nonprofit public benefit corporation, does hereby adopt the following resolution.

WHEREAS, the economic crisis and uncertainty of COVID-19 pandemic has impacted the operations of ECRA by requiring the closure of the school from March 16, 2020 through the end of the 2019-2020 school year, thereby making it prudent to seek financial relief;

WHEREAS, as a result of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) passed on March 27, 2020, the United States Small Business Administration (“SBA”) received funding and authority through the CARES Act to modify existing loan programs and establish a new loan program to assist small businesses nationwide adversely impacted by the COVID-19 pandemic emergency to administer guarantee 100 percent of SBA Section 7(a) Loan Program loans under a new program titled the “Paycheck Protection Program” (“PPP”), which incentivizes small businesses and nonprofit organizations to retain employees and will forgive up to the full principal balance of such loans if all employees are kept on payroll for eight (8) weeks provided that loan proceeds are used exclusively for payroll expenses, mortgage interest, rent and utilities;

WHEREAS, the maximum amount of the Paycheck Protection Program is 2.5 times the average monthly payroll or \$10,000,000, whichever is less; and

WHEREAS, 1) the terms of the PPP require certification of the employment status of individual employees and other data prior to the debt being forgiven, and 2) expenses found to be ineligible will be repayable over a period of two years.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

ECRA is authorized to apply with one or more financial institutions to borrow the maximum qualifying amount under the PPP (the “Loan”), provided such amount shall not exceed Five Million Dollars (\$5,000,000.00); and

BE IT FURTHER RESOLVED, that ECRA’s Executive Director President is hereby authorized and directed to negotiate the specific terms and conditions of the Loan and the interest and charges in connection therewith and to execute and deliver on ECRA’s behalf all such documents as may be necessary or required by Lender to evidence the Loan;

BE IT FURTHER RESOLVED, that all actions previously taken by the Executive Director with respect to the Loan are hereby ratified and confirmed.

The foregoing resolutions were enacted in accordance with the Bylaws of ECRA and the laws of the State of California; the Board of Directors has full power and authority to bind this

organization pursuant to the foregoing resolutions; and the foregoing resolutions are in full force and effect and have not been altered, modified or rescinded.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution by vote at the Board Meeting this 9th day of July, 2020, at which a quorum of the Board of Directors was presenting and voting, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

By: _____
Beatriz Chen, Secretary