

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 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 Employee of ECRA by way of this Agreement and Employee is qualified to perform such duties; and

WHEREAS, 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 Employee to serve as the Chief Compliance Officer for a term to commence on July 1, 2020 and end on June 30, 2023.

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 7 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.

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.** Employee will receive a monthly salary based upon a gross base annual salary of **\$138,331.00** (inclusive of all stipends and differentials), subject to all regular withholdings. Employee’s compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled work days 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, 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:** Employee is also entitled to vacation to be accrued at the rate of two (2) days per month (twenty-four (24) days annually). During the first six (6) months of employment, vacation time will accrue but may not be utilized. 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.** 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.** Employee shall take holiday days according to the calendar of holidays observed by the School annually.
- e. **Technology.** ECRCHS will provide Employee a cell reimbursement of \$50.00 per month.

4. **DUTIES.** Employee shall perform the duties of Employee 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 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, 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 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 Employee and he or she 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 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 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/she was found to be free from active tuberculosis. Both clearances need to 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, Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code § 11166 and will comply with its provisions.
10. **CONFLICTS OF INTEREST.** Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with ECRA.

11. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Executive Director, 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:** 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/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 Employee. 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 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 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 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/her 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 Section 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 6.
 - b. **Required Reimbursements.** The Employee shall be required to reimburse ECRA for any salary or fees he/she receives from ECRA in relation to his/her placement on paid administrative leave pending criminal charges if he/she is convicted of a crime involving the abuse of his/her 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/her termination if he/she is convicted of a crime involving the abuse of his/her 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, Chair

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.