

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.

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 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.