

EL CAMINO REAL CHARTER HIGH SCHOOL

A California Distinguished School

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BRAD WRIGHT
Board Chair

DAVID HUSSEY
Executive Director

**MEMORANDUM OF UNDERSTANDING BETWEEN
EL CAMINO REAL ALLIANCE &
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
LOCAL 540, AFFILIATED WITH DISTRICT COUNCIL 36
REGARDING APPOINTMENT OF RICHARD RUSSELL AS ATHLETIC DIRECTOR**

July 10, 2023

This Memorandum of Understanding ("MOU") is entered into by and between El Camino Real Alliance ("ECRA") and the American Federation of State, County and Municipal Employees, Local 540, Affiliated with District Council 36 ("AFSCME") for the 2023-2026 school years, as follows:

WHEREAS, ECRA operates an independent public charter school, authorized by the Los Angeles, Unified School District ("LAUSD"), commencing operation on July 1, 2011; and

WHEREAS, AFSCME is the exclusive representative of a bargaining unit comprised of classified employees of ECRA for purposes of the Educational Employment Relations Act; and

WHEREAS, Richard Russell (the "Employee") is a classified employee of ECRA and a member of AFSCME; and

WHEREAS, ECRA and AFSCME operate pursuant to a Collective Bargaining Agreement (the "CBA") for the 2022-2025 school years which was ratified by the AFSCME membership and ECRA Board on May 11, 2022 and June 23, 2022, respectively; and

WHEREAS, the AFSCME-represented unit does not currently include an Athletic Director position, but the Employee served as Athletic Director for 2022-2023 pursuant to a signed Side Letter Agreement; and

WHEREAS, the parties would like for the Employee to continue to serve as the Athletic Director for the 2023-2026 school years; and

NOW THEREFORE, ECRA, AFSCME, and the Employee do hereby agree to the following terms:

AGREEMENT:

1. **Duties:** The Employee shall work in the position of Athletic Director. The Employee will perform such duties as ECRA may reasonably assign consistent with the applicable job description, and the Employee will abide by all ECRA policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of

The mission of ECRCHS is to prepare our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students' unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

August 1, 2023

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ECRA's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time upon mutual written agreement between ECRA and AFSCME.

2. **Work Schedule:** The work schedule for this position shall be full time consisting of eight (8) hours per day, exclusive of a duty-free meal period of no less than thirty (30) minutes and no greater than one (1) hour, Monday through Friday. Every Friday, the Employee shall provide both his Supervisor (currently Administrative Director Jason Camp) and the Executive Director with a schedule of his work hours for the following week, including the start and end times of the daily work shift, and the beginning and end of his meal break. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of his Supervisor or the Executive Director. To request overtime, the Employee will send an email to both his Supervisor and the Executive Director. ECRA acknowledges that some of the job duties assigned to the Employee may not be able to be completed during the normal 8-hour workday. The Employee agrees that he will use his best effort to complete all assigned tasks during the regular workday and will promptly notify his supervisor and/or the Executive Director if he is not able to do so. ECRA agrees that the Employee shall not be held responsible or be subject to any discipline for any job duties that are not completed due to circumstances beyond the Employee's control including the Employee not being authorized to work overtime to complete such duties. Workdays for the Employee shall be 249 days per year. The current year schedule is attached hereto and incorporated by reference herein.
3. **Compensation:** The hourly pay for this position is \$40.15, subject to all regular withholdings and shall be retroactive to July 1, 2023. This hourly pay includes the two percent (2%) increase that was provided to all employees in the AFSCME bargaining unit effective July 1, 2023. The hourly rate shall reflect the duties performed as the Athletic Director, but does not include any additional stipends that the Employee is eligible to receive (such as coaching Lacrosse) with the exception of the Athletic Director stipend which has been included in the hourly wage. Should the AFSCME bargaining unit receive pay increases in the 2024-2025 and/or 2025-2026 school years, the Employee's hourly wage will be increased by the same percentage. The Employee shall be paid on the same paydays as other AFSCME unit members. The Employee shall not be permitted to earn overtime compensation without the prior written consent of his supervisor or the Executive Director.
4. **Continuing Applicability of CBA:** Except as provided herein, the CBA will remain in full force and effect, including but not limited to provisions on employee discipline and termination.
5. **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/her professional capacity or within the scope of his/her employment whom he/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 MOU, 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.

6. **Conflicts of Interest:** The Employee understands that, while employed as Athletic Director, 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/her employment with ECRA. Similarly, the Employee will not exercise any oversight responsibility over any sport for which he is the coach (e.g. lacrosse) but will defer authority to his Supervisor.
7. **Cancellation of Agreement:** Either ECRA or the Employee may cancel this MOU at any time, with or without cause. If the MOU is canceled by ECRA without cause then the Employee shall receive advance notice of thirty (30) calendar days. Assuming such cancelation is not a termination for cause, as provided in the CBA, the Employee would return to his previous position as described in the relevant job description without loss of wage or seniority. In other words, the Employee would return to the salary/wage schedule on which he was paid prior to being appointed as Athletic Director with full credit for all years of experience at ECRA including time as Athletic Director.
8. **Term of Agreement:** This MOU is limited to the 2023-2025 school years and shall expire on June 30, 2026. The terms of the MOU may be extended by written mutual agreement, but no representations have been made regarding any intention to do so.
9. **Non-Precedential:** This MOU does not and will not be interpreted as setting a precedent with respect to ECRA, AFSCME, and/or the Employee.

Signatures:

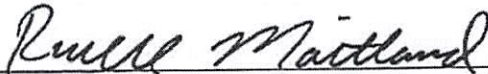
The parties acknowledge and agree that this MOU is limited to the 2023-2026 school year only and that it does not set a precedent for future years.

Date: 8/14/2023


Richard Russell, Athletic Director

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 540, AFFILIATED WITH DISTRICT COUNCIL 36

Date: 8/8/2023


By: Russell Maitland, Business Representative

EL CAMINO REAL ALLIANCE

Date: 8/16/2023


By: David Hussey, Executive Director

**SUBJECT TO FINAL RATIFICATION AND APPROVAL
BY THE BOARD OF DIRECTORS OF ECRA**

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