

FIXED TERM EMPLOYMENT AGREEMENT
Between
EL CAMINO REAL ALLIANCE & FERNANDO DELGADO

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, and in implementing ECRA’s policies and procedures. The parties recognized 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 operates 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 Operations Officer for a term of three (3) years commencing on July 1, 2023 and ending June 30, 2026.

The Chief Operations 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 work schedule on weekends, as well as before and after the regular work year or hours of the work day.

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 without approval from the Board in writing.

2. **COMPENSATION.** The Employee will receive a gross base salary of \$179,431.88 per year, to be paid monthly, 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 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 to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At ECRA's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to ECRA's employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the rate of two (2) days per month (twenty-four [24] days annually) up to a maximum of thirty-six (36) days. Once the Employee accrues thirty-six (36) days of vacation, no further vacation leave shall accrue until some vacation time is utilized. During the first six (6) months of employment, vacation time will accrue but may not be utilized. Thereafter, vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall be entitled to thirteen (13) sick days annually. Sick days accrue or 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.** The Employee shall be entitled to a technology stipend (including reimbursement for his personal cell phone) stipend of \$50.00 per month.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and 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.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 260 days throughout each 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 performance objectives as defined in this agreement. 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 Executive Director shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 12.

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 health care provider that the Employee 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 or she is a child care custodian and is certifying that he or she 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 or she 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 the Employee's 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; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily 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 description.

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 the

remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) months following the effective date of termination, 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 Teacher at ECRA consistent with the terms of an employment agreement for that position. The Employee will have sixty (60) days following notification of termination without cause to exercise this right to return. In the event of such return, the term of employment under this Agreement and preceding agreements shall not constitute a break in service, and the Employee shall retain his initial date of seniority with LAUSD.

- c. **Death or Incapacitation of the 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 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 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 received from ECRA in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee 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 received in relation to the Employee's termination if the Employee 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: _____

By: _____
Fernando Delgado, Chief Operations Officer

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

Attachment A – Chief Operations Officer Job Description

- Lead the development and the strategic action plan in the area of operational innovation
- Take charge of ECR's modernization and develop a comprehensive, long-term site Master Plan, placing special emphasis on the design and arrangement of educational spaces and the Collaboration areas to ensure their cohesion and alignment.
- Assigned with the responsibility of devising a seamless set of processes, policies, and systems that consider best practices in Financial, Inventory control, and organizational management.
- Develop and execute the company's IT strategy in alignment with overall business objectives.
- Oversee the implementation, management, and security of all IT systems, networks, and infrastructure.
- Stay abreast of emerging technologies and trends to ensure the organization remains at the forefront of innovation.
- Establish and monitor policies, and procedures, to ensure compliance and data integrity.
- Collaborate with various departments to identify technology needs and provide solutions to improve workflow and productivity.
- Streamline and optimize operational processes across different departments to enhance overall efficiency.
- Implement performance metrics and data-driven strategies to measure and improve operational performance.
- Collaborate with department to develop and execute operational plans that align with the ECR's strategic goals.
- Oversee supply chain management, vendor relationships, and procurement to ensure cost-effectiveness and quality.
- Identify opportunities for business growth, process improvement, and cost reduction initiatives.
- Foster a culture of collaboration, communication, and teamwork among different departments.
- Lead and mentor a team of IT professionals and operational managers to achieve company objectives.
- Coordinate with the executive leadership team to align IT and operational strategies with overall business goals.
- Provide regular updates and reports to the Executive Director on IT and operational performance.
- Assess potential risks related to IT and operational activities and develop risk mitigation plans.

- Ensure compliance with relevant regulations and industry standards concerning IT and operations.
- Implement disaster recovery and business continuity plans to safeguard critical systems and data.
- Develop and manage budgets for IT, operational and capital projects ensuring optimal allocation of resources.
- Monitor financial performance, identify cost-saving opportunities, and drive financial discipline.

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