

FIXED TERM EMPLOYMENT AGREEMENT
Between
EL CAMINO REAL ALLIANCE & JUAN ALBA

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 an Administrative Director for a term of three (3) years commencing on July 1, 2023 and ending June 30, 2026.

The Administrative 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 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.** In accordance with the applicable salary schedule which is attached hereto as **Attachment B**, the Administrative Director’s gross base salary will be \$158,953, subject to all regular withholdings, which includes the following stipends; Master’s Degree.

Following each school year under this Agreement, the Administrative Director may receive the following incentive compensation to be paid no later than July 31:

- **Board Award.** In its sole discretion, the Board may provide a one-time taxable payment of up to \$5,000 in any given year for any major accomplishment that benefits ECRA.
- **Schoolwide Bonus.** The Administrative Director is eligible to receive a portion of the annual school-wide bonus if such bonus is authorized by Board.

The Administrative Director's compensation may be prorated depending on whether they remain employed, or in active work status, for all scheduled work days of the position.

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.** See **Attachment C.**
- c. **Sick Leave.** See **Attachment C.**
- d. **Holidays.** See **Attachment C.**
- e. **Technology.** The Employee shall be entitled to a technology stipend (including reimbursement for his/her personal cell phone) in the amount of \$50.00 per month.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Executive Director, 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 ECRA.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 235 days, which may include workdays taken as vacation days throughout each year but does not include fourteen (14) holidays.

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 Executive Director deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he/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 the Employee, the Executive Director shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair ECRA'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 upon the recommendation of the Executive Director 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/her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

ECRA 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, upon the recommendation of the Executive Director, may unilaterally and without cause or advance notice terminate this Agreement. In consideration of ECRA's right to terminate this Agreement without cause, ECRA shall pay to the Employee the remainder of his/her 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.
 - 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 Executive Director, the 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 upon the recommendation of the Executive Director 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 upon the recommendation of the Executive Director 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 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: _____
Juan Alba, Administrative Director

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

RATIFIED: _____

By: _____
Signature of Board Chair or Secretary

ATTACHMENT A

EL CAMINO REAL CHARTER HIGH SCHOOL

ADMINISTRATIVE DIRECTOR JOB DESCRIPTION

The ECRCHS team of Administrative Directors supports the Executive Director in various functions. The Administrative Directors carry out the Charter School's educational vision and provide support and resources for teachers and students. At ECRCHS, The Administrative Directors oversee any of the following specific areas: Curriculum & Instruction, Counseling, Athletics & Facilities, Special Education, and Student Discipline/Alternative Education/Independent Study.

Responsible to

Executive Director

Subordinates

Certificated and Classified personnel as assigned.

Responsibilities of the Administrative Director

1. Implement, supervise, and monitor core and supplemental instructional programs leading to continuous student learning improvement and student mastery of CCSS and other state content standards.
2. Support school leadership teams in developing long and short-range plans for academic achievement.
3. Develop, support, guide, and evaluate teachers, counselors, and other personnel to ensure the academic achievement of all student subgroups and targeted student populations.
4. Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all students subgroups and targeted populations, including English Learner, foster youth, homeless youth, socioeconomically disadvantaged students, standard English learners, gifted and talented students, students achieving elbow grade level, and students with disabilities.
5. Provide leadership and collaboration between and among all departments to ensure resources and support are prioritized to meet individual school needs.
6. Serve as an instructional team resource to teachers, parents, and students.
7. Carefully monitor school performance via frequent classroom observations and in-depth data analysis in order to identify areas of strength as well as opportunities for improvement.
8. Oversee professional development and ensure that the professional development plans prepare teachers to master CCSS and other state content standards and is aligned with the Single Plan for Students Achievement and the District's Master Plan for English Learners and Standard English Learners.
9. Ensure that educators have efficient access to high quality student achievement data and meaningfully use this data to improve instruction.
10. Foster a work environment that is student-centered, results-oriented, and focused on instructional improvements and increased student achievement for every child.
11. Assist in the preparation of the annual LCAP
12. Collaborate and possibly oversee the implementation of school wide testing.
13. Prepare the Charter School's master schedule and summer school schedule.

14. Recommend and implement student intervention or disciplinary actions in accordance with the Education Code, and the Charter School's student responsibility code.
15. Assist with Western Association of School and Colleges (WASC) accreditation process.
16. Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs.
17. Oversee student services, extracurricular activities, and all school athletics.
18. Assist in formulating, interpreting, and implementing the Charter School's administrative policies.
19. Organize, support, and oversee systems to maintain high quality remote learning in the event that a public health crisis or disaster event precludes or limits the feasibility of classroom-based instruction.

Duties of the Administrative Director
Secondary Counseling

Job Purpose

Serves as a member of the administrative staff of the school; provides leadership in the counseling and guidance program and in the evaluation and development of curriculum; develops the school's master schedule under the direction of the Executive Director.

Other Responsibilities

Essential Functions

1. Plans and provides leadership for the counseling and guidance program of the school; plans and organizes allocated student personnel services time to provide for individual and group counseling of students in the areas of educational, personal, and career needs; may supervise attendance accounting and reporting.
2. Assesses instructional needs of the school; suggests curriculum changes, implements graduation requirements, and shares responsibility for providing instructional leadership in curriculum development and implementation.
3. Collaborates with community service providers to develop resources within the school to meet the needs of individual students; assists in making referrals and contacts.
4. Evaluates the performance of subordinate personnel as assigned or delegated by the Executive Director or designee.

Other Functions

1. During periods of critical personnel shortage or other emergency situation, shall temporarily perform any duties, as directed, within the authorization of any credentials held by the incumbent which are registered with the Office of the Los Angeles County Superintendent of Schools and that are part of the class description requirements in effect at the time such duties are performed.
2. Performs other duties as assigned.

Knowledge, Skills, Abilities, and Personal Characteristics:

1. Knowledge of the fundamental principles and accepted practices, current trends, literature,

and research in the field of secondary education.

2. Knowledge of effective administrative and managerial practices and ability to implement them.
3. Knowledge of ECRCHS and District polices and procedures, goals and objectives, organizational structure and functions, the California Education Code, Board of Education rules and resolutions, collective bargaining agreements, negotiated contracts, and consent decrees, highly desirable.
4. Knowledge of the California education Code regarding MTSS. Knowledge of LAUSD requirements for the same preferred.
5. Knowledge of and experience in overseeing certificated staff, including conducting conferences and disciplinary procedures as required, as well as conducting evaluation and assessments.
6. Knowledge of Restorative Justice and various intervention strategies.
7. Knowledge of a Learning Management System.
8. Leadership skills in facilitating group processes, including consensus building and resolution of conflict.
9. Ability to plan, organize, prioritize, and manage time for self and others.
10. Ability to work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups.
11. Ability to communicate effectively with students, supervisors, co-workers, parents, community representatives, and other ECRCHS and District personnel, both individually and as a group.
12. Ability to make formal, public presentations.
13. Ability to compose and comprehend written communication.
14. Ability to observe students' and subordinates' activities.
15. Ability to cope with crisis situations.
16. Ability to cope with multiple tasks.
17. Ability to travel to other sites/locations.
18. Appropriate interpersonal style and methods to guide individuals and groups towards task accomplishments.

Administrative Director Requirements:

1. A master's degree or advanced degree of at least equivalent standard from an accredited college or university.
2. At least five years of successful full-time public-school program
3. A valid California K-12 Pupil Personnel Services Credential requiring a bachelor's degree and a program of professional preparation.
4. A valid Administrative Services Credential authorizing K-12 service.

NOTE: This job description is not a complete statement of essential functions and responsibilities. The school retains the discretion to add or change typical duties of position at any time.

Attachment B – ECRA Administrative Directors Salary Table

Steps

	1	2	3	4	5
220-days basis	115,984	122,513	129,419	136,706	144,679
235-days basis	123,419	130,366	137,716	146,469	153,953

Differentials

- Bilingual \$3,000
- Master's \$5,000
- MBA \$8,000
- Doctorate \$10,000

Attachment C – Vacation, Holidays and Sick Days

Classified & Admin Vacation Days

Full-time employees, working 12 months per year, have the following vacation days:

- Years 0 to 4 10 days or 0.038462/hour worked
- Years 5 15 days or 0.057692/hour worked
- Year 6 16 days or 0.061539/hour worked
- Year 7 17 days or 0.065385/hour worked
- Year 8 18 days or 0.069231/hour worked
- Year 9 19 days or 0.073008/hour worked
- Year 10 and beyond 20 days or 0.076923/hour worked

Years are based on time with conversion; however, if they were part of the conversion staff, then it is years with LAUSD and years with conversion.

Vacation days may be carried over up to one-and-a-half times the annual rate; when the maximum is reached, vacation days will no longer accrue until vacation time is used.

Sick Days

Full-time employees, working 12 months per year, receive 13 illness days each year. Employees who work less than 12 months will receive one (1) sick day for each month of paid service.

School Holidays

Full-time employees working 12 months per year enjoy 14 paid holidays within the year; other employees enjoy based on their working calendar.

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Admissions Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the day after
- Christmas Day
- New Year’s Eve



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