**At-Will Employment Agreement**

**Between**

**Los Angeles Leadership Academy & Elsa Ochoa**

# This Employment Agreement (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Governing Board (“Board”) of Los Angeles Leadership Academy (“LA Leadership”), a California public charter school approved by the Los Angeles Unified District (the “District”). The Board desires to hire employees who will assist LA Leadership in achieving the goals and meeting the requirements of LA Leadership’s charter. The parties recognize that LA Leadership is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting LA Leadership in implementing its purposes, policies, and procedures.

Whereas, LA Leadership and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. Statutory Provisions Relating to Charter School Employment**

1. LA Leadership has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. LA Leadership has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, LA Leadership has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, LA Leadership is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of LA Leadership, and the employee signing below expressly recognizes that he/she is being employed by LA Leadership and not the District.

3. Pursuant to Education Code section 47610, LA Leadership must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. LA Leadership shall be deemed the exclusive public school employer of the employees at LA Leadership for purposes of Government Code section 3540.1.

**B. Employment Terms And Conditions**

1. **Duties**

Employee shall work in the position of **Assistant Principal High School** Employee will perform such duties as LA Leadership may reasonably assign and Employee will abide by all LA Leadership’s policies and procedures as adopted and amended from time to time. Employee further agrees to abide by LA Leadership’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 in the sole discretion of LA Leadership.

2. **Work Schedule**

The work schedule for this position shall be **Full Time**. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the school site from **7:30am- 4:00 pm.** As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

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 LA Leadership.

3. **Compensation**

The annual salary for this position is **$ 92,025.35**starting **July1,2022**. Employee shall be paid semi-monthly, from which the Board shall withhold all statutory and other authorized deductions. Employee’s compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled workdays of the position.

**Stipend -$1,222.38 monthly**

**Administrative duties in the absence of the principal**

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by LA Leadership (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by LA Leadership in its sole discretion. The employee is entitled to participate in STRS.

**Sick Leave**: The employee shall be entitled to ten (10) wellness days.

**Holiday:** The employee shall take holidays according to the work calendar of holiday observed by the School annually.

**Work Year.** In accordance with AT-Will Agreement, the Employee shall be required to work using the Positive School year calendar provided by Los Angeles Leadership Academy.

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor. This is based on **job description and performance goals**. At a minimum, performance evaluations will be conducted annually with a goal setting meeting at the beginning of the school year . The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent LA Leadership from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at LA Leadership shall only be as specified in this Employment Agreement, LA Leadership’s charter, the Charter Schools Act and LA Leadership’s Employee Handbook, which from time to time may be amended and modified by LA Leadership. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement,Employee shall not acquire or accrue tenure, or any employment rights with LA Leadership.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **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.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the 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. Employee will be required to submit evidence from a licensed physician and/or licensed entity 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.

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 LA Leadership.

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. LA Leadership shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**C. Employment At-Will**

LA Leadership may terminate this Agreement and Employee’s employment at any time with or without cause, with or without advance notice, at LA Leadership’s sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee’s employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of LA Leadership. No one other than the Board of LA Leadership has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of LA Leadership and by the affected employee and must specifically state the intention to alter this “at-will” relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

**D. General Provisions**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**E. Acceptance of Employment**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with LA Leadership on the terms specified herein.

2. All information I have provided to LA Leadership related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between LA Leadership and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LA Leadership Approval**:

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arina Goldring, CEO/ Superintendent

**This Employment Agreement is subject to ratification**

**and approval by the Governing Board of LA Leadership.**

**Assistant Principal**

Reports to: Principal

**Job Summary**

The Assistant Principal at Los Angeles Leadership Academy will work with the school’s Principal to ensure that all students demonstrate dramatic student achievement gains and internalize the school’s values.  This individual will also help lead the school’s efforts to create a positive, structured, consistent, caring, and disciplined school culture. The following is a general job description of the Assistant Principals essential duties and responsibilities. However, circumstance and priorities may develop which cause duties to be added to or deleted from this list:

**Job Responsibilities**

* Overseeing the administration of student discipline.
* Performing duties related to instructional leadership, including observation and evaluation of assigned teaching staff, staff development, and oversight of department and team collaboration.
* Developing student, classroom, and school schedules and calendars.
* Coordinating and implementing student standardized and placement testing, including CELDT/ELPAC.
* Designing and administering the summer school program.
* Implementing and overseeing the Charter School safety and emergency response program.
* Supporting student attendance, student data, and meal count reporting (as performed by the Office Manager), including CALPADS, CBEDs and PowerSchool reporting requirements.
* Implementing appropriate procedures to ensure budgeted attendance and enrollment levels are maintained.
* Supervising and evaluating the Charter School custodian and overseeing routine facilities and maintenance issues.
* Overseeing school budget for classroom supplies, textbooks and other department expenditures.
* Developing and managing student counseling system, including supervising and evaluating counseling staff.
* Supporting school recruitment efforts.
* Supervising before, during and after school, including occasional evening and weekend events.
* Perform other duties as deemed necessary by the Principal or Executive Director.
* Follow all guidelines stated in the employee handbook

**Qualifications**

* Master’s degree
* Holds a current, valid California teaching credential.
* Administrative Credential: minimum Tier I (or enrolled in an Admin Credential program).
* Minimum of two years of administrative experience preferred (e.g. Dean of Students, Teacher Leadership experience).
* Positive employee evaluations
* Bilingual (Spanish) preferred
* Detail oriented
* Strong multi-tasking skills
* 5+ years of teaching experience preferred
* Ability to communicate clearly and concisely in written and oral form
* Ability to form effective working relationships with students, staff and the community
* Demonstrated commitment to the Charter School’s social justice mission
* TB Test clearance & Department of Justice finger printing clearance – upon hire

**Evaluation**

The Assistant Principal will be evaluated annually by the Principal, who will review the evaluation with the CEO/ Superintendent based on a concept of ideal fulfillment of the roles and functions of the position.