**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 **High School Principal** 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 **$ 113,000.00** starting **July1,2023**. 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.

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. (Positive School Year )

**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.**

**Job Description**

**Principal**

Reports to: CEO/Superintendent

**Job Summary**

The ideal Principal is passionate about providing students with an exceptional education by implementing innovative and creative ways of managing the Charter School.

**Job Responsibilities**

Following are the duties and responsibilities for the Principal. Additional related duties may be assigned by the CEO/Superintendent as deemed necessary.

***Academic***

The Principal is an instructional leader who will motivate, lead and mentor teachers to better instructional practice and increase content expertise by meeting the goals of the school-wide improvement plan.

***Individual Teacher Professional and Instructional Support***

* Review instructional documents and provide feedback to teachers
* Observe classroom performance and give constructive feedback
* Design and review progress towards Professional Growth Plan goals with teachers
* In collaboration with others, use appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs.

***School-wide Professional and Instructional Support***

* Use research and/or best practices to drive decision-making about the academic program
* Provide instructional resources to teachers
* Design & deliver Professional Development on an ongoing basis that is based on the school improvement plan
* Facilitate weekly professional Development / Staff Meetings in alignment with the school improvement plan and mission

***Individual Student Support***

* *Oversee* and evaluate student intervention plans (academic & behavioral) (individual student, small group, school-wide)
* Attend IEP meetings, *and collaborate with Special Education Department* to ensure completion of IEP goals
* Design process for measuring and monitoring individual student growth (i.e., student portfolio)

***School-wide program***

* Ensure academic program meets compliance regulations around credit and course requirement
* Design academic program that supports and promotes early college admission
* Design school improvement plan

***Organizational Practices***

The Principal is an organizational leader who will motivate, lead, and mentor those within the Charter School community and who will collaborate with the home office in order to ensure effective fiscal and operational practices in support of the achievement of the school-wide improvement plan.

***Calendar***

* Develop and implement an ongoing process for assessing students’ needs (including delivery of internal and external benchmarks)
* Create school calendar, bell schedule, and courses that meet the Charter School’s requirements

***Stakeholder Events***

* Assist in facilitating Parents collaboration
* Design and facilitate annual parent events (i.e., lottery, new student orientation, student-led conferences, etc.)

***Personal Professional Growth***

* Attend principals meetings
* Participate in Principals’ Course of Study (PCOS), as needed

***Human Resources***

* Work with Human Resources to manage all employee issues
* Deliver evaluation, feedback, and support to Assistant Principal or Dean of Students
* Coordinate with Human Resources to recruit qualified teachers
* Deliver evaluation, feedback, and support for certificated staff in meeting common expectations

***Finance***

* Maintain school’s budgets, allocating funds where they will be most effective in alignment with approved budget guidelines.
* Support in the development and execution of Fundraising Plan

***Operations***

* Achieve student enrollment targets
* Design and implement plan for obtaining reimbursement payments for supplemental instruction (i.e. summer school, intervention, extended school day)
* Perform other duties as deemed necessary by the Executive Director
* Follow all guidelines stated in the employee handbook

***School Culture***

The Principal is a cultural leader who will motivate, lead, and mentor the Charter School community and leverage the outside community to increase academic and personal achievement in order to meet the goals set forth in the school-wide improvement plan.

***Vision and Improvement***

* Promote the Charter School’s values and vision while developing a sense of community in the Charter School
* Articulate the desired school culture and provide evidence of success
* Communicate effectively with various stakeholders regarding progress towards goals outlined in the School Improvement Plan

***School Community***

* Foster and establish effective relationships with staff, students, parents and peers
* Plan, facilitate, and attend school functions, such as parent meetings, open house, parent teacher conferences, etc.
* Provide leadership for assessing and developing processes for improving climate and culture.
* Recognize and celebrate, systematically and fairly, the accomplishments of staff and students
* Demonstrate visibility and engagement in the Charter School community while being accessible and approachable by all stakeholders

***Building Leadership and Accountability***

* Mentor and develop teachers to become leaders in their classrooms and school
* Develop an environment and processes for ongoing collaboration and reflective practices for all stakeholders

***Outside Community***

* Build a network with peers, educational leaders and academic institutions to share ideas and best practices

**Qualifications**

* Master’s degree
* Holds a current, valid California teaching credential.
* Administrative Credential: minimum Tier I
* Minimum 2 years of administrative experience (e.g. Principal, Assistant Principal, Dean of Students, Coordinator).
* Positive employee evaluations
* Bi-lingual desired but not required
* Detail-oriented
* Ability to multi-task
* 5+ years of teaching experience
* TB Test clearance & Department of Justice finger printing clearance – upon hire

**Evaluation**

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