

FIXED TERM EMPLOYMENT AGREEMENT
Between
LOS ANGELES LEADERSHIP ACADEMY & NEREIDA LOPEZ

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 School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of LA Leadership’s charter. The parties recognized that the provisions of the California Education Code do not govern LA Leadership, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, LA Leadership is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, LA Leadership is authorized pursuant to the terms of the Charter to appoint and hire Employee to assist the Chief Executive Officer/ Superintendent 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, LA Leadership desires to retain the services of the Employee of LA Leadership by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and LA Leadership 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, LA Leadership hereby employs the Employee to serve as the **TK-8th Principal** for a term of 12 months commencing on July 1, 2022 and ending June 30, 2023.

The Principal 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 daily work schedule.

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 LA Leadership.

2. **COMPENSATION.** The Employee will receive a gross base salary annual salary of **\$140,000** to be paid semi-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.
The employee will receive a stipend of **\$2,500** per year, to be paid semi-monthly, subject to all regular withholding for Bilingual Authorization.

3. **BENEFITS.**

- a. **Health Benefits.** At the School's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to LA Leadership's employees, including entitlement to participation in STRS as applicable, subject to program and eligibility requirements.
- b. **Sick Leave.** The Employee shall be entitled to ten (10) wellness days annually.
- c. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.

4. **DUTIES.** The Employee shall perform the duties of Employee as directed by the Board, Board Policy or procedures, prescribed by the Charter, or 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. The Employee is exempt from overtime law.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work using the Positive School year calendar provided by Los Angeles Leadership Academy

6. **EVALUATION.** The Chief Executive Officer/ Superintendent shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and **performance goals**. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Principal deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he or 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 Principal shall meet with the Employee to discuss the evaluation.

7. **EXPENSE REIMBURSEMENT.** LA Leadership shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable LA Leadership 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 licensed physician 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.

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/she is a child care custodian and is certifying that he/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. 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 Chief Executive Officer/ Superintendent, the 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.

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 Chief Executive Officer/ Superintendent at any time for cause. In addition, 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; any ground enumerated in the Employee Handbook; or the Employee's failure to 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 specification.

The Chief Executive Officer/ Superintendent 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 Executive Director. The conference with the Executive Director shall be the Employee's exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Chief Executive Officer/ Superintendent may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Chief Executive Officer/ Superintendent right to terminate this Agreement without cause, the Chief Executive Officer/ Superintendent 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 one (1) month 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 Board, 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 may terminate this Agreement.

- d. **Revocation/Nonrenewal:** In the event that the LA Leadership charter with its granting agency 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 Section b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to 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 12.
 - b. **Required Reimbursements.** The Employee shall be required to reimburse LA Leadership for any salary or fees he/she receives from LA Leadership in relation to his/her placement on paid administrative leave pending criminal charges if he/she is convicted of a crime involving the abuse of his/her office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse LA Leadership for any cash settlement he/she receives in relation to his/her termination if he/she is convicted of a crime involving the abuse of his/her 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.

DATED: _____ By: _____
Arina Goldring, Chief Executive Offer/Superintendent

DATED: _____

Nereida Lopez

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.

Elementary Principal Pay Range

Minimum - Maximum

\$120,000-132,000

