

THIS AGREEMENT IS SUBJECT TO BOARD APPROVAL AND WILL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GOVERNING BOARD.

Innovations Academy

At-Will Employment Agreement

FOR:

Christine Kuglen- DIRECTOR

THIS AGREEMENT is entered into as of the date fully executed and is between the Board of Directors (hereinafter “the Board”) of, and on behalf of, the Innovations Academy Charter School (hereinafter “IA” or “Charter School”) and its employee, Christine Kuglen (hereinafter the “DIRECTOR”).

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. IA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. IA has been duly approved by the San Diego Unified School District (“District”) according to the laws of the State of California.
2. Pursuant to Education Code section 47604, IA 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, IA 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 IA, and the employee signing below expressly recognizes that he/she is being employed by IA and not the District
3. Pursuant to Education Code section 47610, IA 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. IA shall be deemed the exclusive public school employer of the employees at IA for purposes of Government Code section 3540.1.

B. Employment Terms And Conditions

1. TERM: This Agreement shall be effective beginning July 1, 2012 and ending no later than June 30, 2016 (“School Year”) unless terminated earlier by either party pursuant to Section C. This provision does **not** convert employee’s employment into an employment for a specified term as contemplated by California Labor Code § 2922, et seq. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. Employee will work a minimum of 212 days per year, exclusive of approved personal time off and holidays. 184 days must be teacher workdays, 5 days during winter intersession/break, 5 days during spring intersession/break, and the remaining scheduled in the summer. The School Year calendar shall be as approved by the Board of Directors and is hereby 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 IA without prior written approval of the Board of Directors.
2. DUTIES: The DIRECTOR shall perform the duties of the Director for IA As prescribed by the Charter of IA, Bylaws of IA, and any job description set forth by IA (See exhibit A), and the laws of the State of California. The DIRECTOR shall also have such powers and duties as are delegated by the Board. The DIRECTOR shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations in the Charter of IA.

The DIRECTOR agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the DIRECTOR pursuant to the terms of this Agreement. The DIRECTOR understands that in light of the Charter School’s size and limitations on availability of funds and personnel, the Charter School must be flexible and duties may at times be in addition to those expressly described in this Agreement.
3. PRIMARY DIRECTOR RESPONSIBILITIES: The DIRECTOR shall be responsible for the overall day to day operations and management of IA. Job Description attached As EXHIBIT A.
4. PERFORMANCE GOALS AND OBJECTIVES: On or before October 1st of the School Year, the DIRECTOR shall meet with the Board of Directors to establish the DIRECTOR’s performance objectives for the School Year. The performance objectives shall be reduced to writing and shall be based on the DIRECTOR’s responsibilities, the IA adopted budget, and the goals and objectives for the DIRECTOR presented to the Board of Directors and approved by the Board of Directors, and any other criteria mutually agreed upon by the parties.
5. EVALUATION: Prior to June 1st of the School Year, or any extension hereof, the Board of Directors shall formally evaluate the performance of the DIRECTOR. The evaluation shall be based on the Duties and performance objectives as defined in this Agreement.. The DIRECTOR shall meet with the Board or its designated representative or representatives to discuss the evaluation.

6. COMPENSATION: The DIRECTOR's salary shall be \$115,000 during this Agreement, to be paid subject to statutory and other authorized deductions. The DIRECTOR understands that his/her position is exempt from overtime under State and Federal Law. Compensation shall be retroactive to the Agreement Start Date.

7. ADDITIONAL COMPENSATION:
 - a. DIRECTOR shall receive a bonus for the completion of milestones as outlined in EXHIBIT B which shall be revised and incorporated herein for each school year. These EXHIBIT B milestones shall be established pursuant to the meeting pursuant to paragraph B.4 and adopted each year by the Board at its annual meeting..

 - b. Bonus or Incentive Pay: IA and the employee agree to work together to develop and implement a comprehensive policy that encourages the Director to apply for and receive additional revenue streams from competitive grants or partnerships. Said policy will include an incentive or bonus payout that would be based on, and funded by, the new revenue. **Prior to funding being received, and any incentive compensation being earned by the employee, the policy must be approved by the board and this employment agreement amended to reflect the appropriate policy parameters.**

8. BENEFITS: Employee will be eligible for all employee benefits that IA makes available to similarly situated employees, including but not limited to pension, health, dental, vision, life insurance and long term disability insurance. These benefits include, but are not limited to participation in the CalSTRS retirement plan. IA may change or eliminate these benefits from time to time in its absolute and sole discretion.

IA does not make any representation and is not in any way responsible for the effect that DIRECTOR's employment with IA under this Agreement will have on DIRECTOR's benefits, if any, under the California State Teachers Retirement System. DIRECTOR will indemnify, defend and hold IA harmless from and against any claims or liability that may arise related Employee's employment with IA under this Agreement and their STRS retirement benefits.

9. EXPENSE REIMBURSEMENT: IA shall reimburse the DIRECTOR for all actual and necessary expenses incurred within the scope of employment in accordance with applicable IA policy. IA will reimburse DIRECTOR for all ordinary and reasonable expenses incurred in connection with the performance of their job duties. Any expenses in excess of \$1,000 per expenditure must be pre-approved by the Board of Directors

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE: 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, DIRECTOR is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions. For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. Any person employed as a teacher, a teacher’s aid, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
 - b. A classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
 - c. Administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.
11. LEAVE: The DIRECTOR shall be entitled to paid holidays consistent with the School calendar. Further, the DIRECTOR is entitled to twelve (12) days paid sick leave during the School Year. Paid sick leave accrues at a rate of one day per month of employment, up to a maximum of 12 days. Sick leave will not be paid out upon termination of employment.
12. OUTSIDE EMPLOYMENT: The DIRECTOR’s primary responsibility is to perform his/her job Duties at IA. Therefore, the DIRECTOR must inform the school of any outside employment or contracts with other agencies and must ensure and demonstrate best practices and professionalism during the term of his/her employment with IA in both his/her professional and personal lives. The DIRECTOR agrees that any outside employment or activities shall not be in conflict with the ethical and moral role that the DIRECTOR has as a leader in the community and an employee of IA.
13. GENERAL PROVISIONS:
- a. **Governing Law**: This Agreement and the rights and obligations of the parties shall be governed and constructed in accordance with the laws of the State of California applicable to charter schools.
 - b. **Entire Agreement**: This Agreement contains all the Understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

- c. Modifications: Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
- d. Assignment: The DIRECTOR may not assign or transfer any rights or duties assumed under this Agreement.
- e. Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

- 14. SUBJECT TO BOARD APPROVAL: This Agreement is entered into between the IA and the employee (DIRECTOR) but both parties understand that is not binding until it is formally approved and voted on by the Board of Directors of IA.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

- 1. TERMINATION FOR CAUSE: Employee may be terminated by the Board at any time during the Agreement for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension with or 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 Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as amended or modified by IA.
- 2. TERMINATION WITHOUT CAUSE: During the School Year, the Board or the Board-designated Personnel Committee may terminate this Agreement, with or without cause or advance notice. In such event, DIRECTOR shall be entitled to payment equal to 30 days salary as severance, provided that the DIRECTOR signs and does not timely rescind a severance agreement satisfactory to the Board of Directors of IA.
- 3. REVOCATION/NONRENEWAL: Notwithstanding any other provision of this Agreement, in the event that the IA charter is either revoked or non-renewed, this Agreement may be terminated immediately upon the effective date of the revocation/nonrenewal of the charter, without payment of any severance to Employee.
- 4. DEATH OR INCAPACITATION OF EMPLOYEE: The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with reasonable accommodation the Board may terminate this Agreement.

D. NON-RENEWAL/EXPIRATION OF TERM

This Agreement will expire on its own terms as of June 30th of the School Year, 2015/16 unless the parties agree in writing to extend the term and that agreement is approved by the Board.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with IA on the terms specified herein.
2. All information I have provided to IA 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 IA 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.

THE BOARD OF DIRECTORS OF AND ON BEHALF OF
INNOVATIONS ACADEMY CHARTER SCHOOL

Chairman of the Board
(Following Board Approval)

Date

DIRECTOR

Date

[Attachment – Job Description Exhibit A]
[Attachment – Annual Incentive Milestones Exhibit B]

EXHIBIT A

IA Charter School **Position Description**

Title: Director

Reports to: Board of Directors

Basic Function

The Director is the Chief Executive Officer of the school and non-profit corporation. The Director is responsible for the administration and leadership of the school and non-profit corporation within the established rules and regulation of the Governing Board.

General Description

The Director works collaboratively with the Board, Principal, staff and designated committees to administer the school as a whole. The Director is ultimately responsible to the Board for designated outcomes, and the Board delegates to the Director the power to make decisions concerning the internal operations of the school. The Director delegates authority to other staff as appropriate. The Director defines and communicates the mission of the school, oversees curriculum and instruction, supervises personnel and operations and monitors student progress.

Representative Duties (non-exhaustive):

DIRECTOR

- Primary staff liaison with board
- Lead Board development and relations
- Reports to Board of Directors and is responsible for all negotiations for contracts, deeds and facilities negotiations
- Engage and oversee public, media, political relations
- Policy development and implementation oversight
- Oversee legal compliance and documentation for the school
- Oversee legal compliance and documentation for the Board (Brown Act, etc)
- Develops Board Agendas
- Submits district, state, and federal compliance documents
- Prepare and deliver reports on areas of responsibility
- Administrative oversight
- Drafts one- and five- year strategic plans
- Leads development efforts (enrollment, expansion)
- Completes Board assigned tasks

Organization

- Establish and follow effective collaborative governance process
- Establish effective administrative organization with clear lines of authority and delegation
- Promote a school culture of learning, respect and interpersonal effectiveness
- Oversee with external providers and related
- Develop master program of the school, including room and teacher assignments

- Develop school calendar

Business-Operations

- Oversee budget development and implementation
- Submits financial statements to Board
- Drafts and implements fiscal policies
- Site maintenance and operations oversight
- Oversee safety compliance
- Liaison with Business Manager or business service provider
- School safety oversight and management
- Oversee materials supply

Human Resources

- Human resources oversight
- Labor relations
- Personnel committee chair
- Salary recommendations
- Create and revise job descriptions
- Implement personnel policies (including Conflict Resolution procedures)
- Personnel recruiting, hiring, and dismissal
- Provide staff with professional and personal support
- Personnel supervisor-instructional leader
- Performance improvement/or letter of reprimand oversight
- Student-teacher-parent complaints (high risk)
- Conducts staff evaluations
- Oversee other aspects of human resources

Achievement-Testing

- Oversee progress on state and federal accountability measures
- Creates Board report on state and local accountability measures
- Oversee state testing

Professional Development

- Oversee Professional Development

Student Services

- Special Education Program Oversight
- Manage El Dorado SELPA

Curriculum

- Oversee selection of school curriculum
- Oversee the implementation of curriculum and programming

Parent-Community Involvement

- Public, media, political relations
- Draft and oversee parent policies
- Implements student expulsion policies
- Oversee parent and community relations
- Implement student suspension policies
- Oversee parent liaison

- Student-parent-teacher complaints

Overarching Roles

- Implements provisions of Charter
- Leads Charter review and renewal process
- Lead SCHOOL to achieve its mission vision and goals
- Assess school needs and create effective plans to meet those needs
- School safety manager

Leadership and Ethical Conduct

- Demonstrate skills in decision-making, problem-solving, managing change, planning, managing conflict, and evaluating
- Model personal and professional ethics, integrity, justice, and fairness and expect the same behaviors from others
- Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity
- Encourage and inspire others to higher levels of performance, commitment, and motivation
- Protect the rights and confidentiality of students and staff

Requisite Abilities

Operate standard office equipment and related software applications

Communicate effectively orally and in writing, strong interpersonal skills

Lead the implementation of research-based teaching practice and to coach teachers in the implementation of strategies which lead to improvement of instruction

Possess the skill and insight to analyze school achievement data and lead the staff in constantly studying, evaluating, and modifying current instructional practice to accelerate students' academic achievement

Manage site budgets and other resources in support of the instructional goals of the site

Conduct objective observation of instructional practices and student learning in classrooms

Establish and maintain effective working relationships with others

Plan and organize work

Meet schedules and time lines

Analyze situations accurately and adopt an effective course of action Maintain records and prepare reports

Work independently with little direction

Read, interpret, apply, and explain rules, regulations, policies, and procedures

Qualifications

The School's Director is the instructional leader at the School and is responsible for promoting the vision of the charter and helping the School and students achieve the outcomes outlined in this charter petition.

The qualifications of the Director include, but are not limited to, the following:

- Superb communication and community-building skills
 - Deep knowledge of curriculum development and program design
 - Entrepreneurial passion in carrying out the school's vision.

- The ability to build a professional learning community and the willingness to seek continuous improvement in student learning.
- An understanding of budget development and tracking.
- Sufficient understanding of charter school operations to monitor all “back office” operations.
- Sufficient understanding of charter school regulations to advise the governing board.
 - The ability to use assessment data in analyzing school performance.
 - The Director will have a minimum of two years of teaching experience.
 - The ability to advise, support, and inspire teachers, staff, students and parents
 - Promoting a noncompetitive environment.
 - Create the opportunity for staff to express ideas.
 - An understanding of Positive Discipline as a social emotional program.
 - An understanding of an inquiry based approach to learning.
 - Understanding of constructivist philosophy and curriculum

EXHIBIT B

Annual School Year Milestones

2013/2014:

Completion of each Milestone to the agreement of a simple majority of the Board will result in a yearend bonus paid subject to statutory and other authorized deductions in the amount noted by each milestone:

1. Implement peer and DIRECTOR reviews based on Q4 model for all teachers: **\$1,000**
2. All teachers reviewed pursuant to new evaluation procedures (item 1 above) prior to June 2014: **\$1,000**
3. Implement merit pay system to be completed by June 1, 2014: **\$1,000**
4. Create a three year facility plan – options for growth at existing location, options for relocation, options for property purchase: **\$1,000**
5. Plan development for Prop Z spending based on IA allocation of funds: **\$1,000**
6. Complete primary DRAFT of new High School Charter by June 30, 2014 inclusive of Board review and comments incorporated: **\$1,000**

EXHIBIT B

Annual School Year Milestones

2014/2015:

Completion of each Milestone to the agreement of a simple majority of the Board will result in a yearend bonus paid subject to statutory and other authorized deductions in the amount noted by each milestone: