

**HIGHLANDS COMMUNITY CHARTER SCHOOL
COORDINATOR ACADEMICS EMPLOYMENT CONTRACT**

THIS COORDINATOR ACADEMICS EMPLOYMENT CONTRACT (Contract) is made and entered into effective this 1st day of July 2014, by and between the Board of Trustees (the “Board”) of the Highlands Community Charter School (the “School”) and Mr. Jacob Walker (Coordinator Academics).

WITNESSETH:

NOW, THEREFORE, the Board and the Coordinator Academics, for and in consideration of the terms and conditions hereafter have agreed, and do hereby agree, as follows:

I.

TERM

1.1. INITIAL TERM.

The Board does hereby employ the Coordinator Academics, and the Coordinator Academics does hereby accept employment as Coordinator Academics of HCCS for a term of three (3) years commencing on July 1, 2014 and ending on June 30, 2017. The Board may, by its own action, and with the consent and approval of the Coordinator Academics, extend the term of this Contract as permitted by state law.

The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, expressed or implied, is created in continued employment beyond the Contract term.

1.2. TERM EXTENSION.

In June of 2017, the Board may exercise its option to extend the term of this Contract for an additional period in the manner herein provided in this Section. Any extension of the term under this Section 1.2 shall be with the written agreement of the Coordinator Academics, and shall not exceed five (5) years, or as

permitted by state law. The President of the Board shall notify the Coordinator Academics in writing promptly after each such a June meeting as to the action taken at such meeting.

II.

EMPLOYMENT

2.1. DUTIES.

The Coordinator Academics serve as the primary supervisor of the Career and Technical Education programs and teachers. They participate in regular direct instruction of students and serves as a facilitator for professional development activities. They are responsible for organizing and implementing curriculum and instructional programs for students and meeting the duties of teaching as outlined in both the Teacher Academics and Coordinator Academics job descriptions. During non-student contact time, this Coordinator Academics is responsible for assisting in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, meeting with industry partners, and other teacher leadership responsibilities.

Duties of this position include but are not limited to:

1. Professional Development:

- Training teachers and other Lead Teachers.
- Observing and providing peer assistance for colleagues.
- Participating in professional development activities.
- Participating in a formalized peer review process as a formative evaluator.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.

2. Curriculum:

- Collaborating with colleagues to construct benchmark lessons.
- Assisting with identifying the curriculum needs of the faculty.
- Planning and managing the development of standards-based curriculum, instruction, and assessment plans and strategies.

- Assisting in the adoption of curriculum resources.
- Ensuring that all textbooks are used effectively as a resource to meet curriculum goals.
- Ensuring that all substitutes have lesson plans.

3. Leadership:

- Serves as a resource to the School Advisory Council's and work with school administrators to develop, implement, and evaluate the school's Continuous Improvement Plan.
- Develops and coordinates Industrial arts/apprenticeship programs for students involved in career education.
- Serves as a Mentor Teacher to new teachers obtaining a teaching credential.
- Serves on various committees.
- Writing grants and contracts to aid in meeting the goals of the Continuous Improvement Plan.

Except as provided in this Contract, the Coordinator Academics agrees to devote his full time, skill, labor and attention to the performance of these duties in a faithful, diligent and efficient manner.

2.2. PROFESSIONAL CONSULTING ACTIVITIES.

The Coordinator Academics may consult or hold offices, membership or accept responsibilities in appropriate professional organizations subject to Board approval and provided that such responsibilities do no interfere with the performance of his duties as Coordinator Academics. The Coordinator Academics may attend and participate in professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by HCCS, including membership fees and dues of the Coordinator Academics in such organizations. HCCS shall pay the Coordinator Academics' membership dues for up to one (1) such professional organization.

2.3. PROFESSIONAL CERTIFICATION AND RECORDS.

This Contract including any renewal or extensions thereof is conditioned on the Coordinator Academics providing a valid and appropriate credential to act as a Teacher Academics in the State of California as prescribed by the laws of the

State of California and the rules and regulation of the California Commission on Teacher Credentialing. Failure to provide necessary credential shall render this Contract voidable, and any misrepresentation in the records shall be grounds for termination.

2.4. BOARD MEETINGS AND RELATIONS.

The Coordinator Academics shall attend meetings of the Board and Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Coordinator Academics Contract or the Coordinator Academics salary and benefits as set forth in this Contract or the Coordinator Academics evaluation, or for purposes of resolving conflicts between individual Board members, and/or when the Board is acting as a tribunal.

III.

COMPENSATION AND SALARY

3.1. ANNUAL BASE SALARY.

The Coordinator Academics shall be paid an annual stipend of \$20,000 annually beginning on July 1, 2014 and annually thereafter subject to the other terms and provisions of this Contract. This annual stipend rate shall be paid to the Coordinator Academics in equal installments consistent with Board policy.

3.2. PERFORMANCE-BASED INCENTIVE.

The Coordinator Academics and the Board shall develop annual goals for HCCS and the Coordinator Academics by September 31, 2014 and annually by July 1 of each year thereafter during the term of this Contract. The aforesaid goals shall be the criteria used for appraising the performance of the Coordinator Academics and shall be reduced to writing and approved by the Board and are hereby made a part of this Contract.

The Board shall approve a performance based appraisal process that provides a bonus structure that is proportionate to that which is offered to all other employees of HCCS. Any bonus earned hereunder shall be paid annually within thirty (30) days of the completed evaluation, and shall be paid to the Coordinator

Academics at the Coordinator Academics' sole discretion as a single taxable lump sum payment or in equal monthly installments, after appropriate withholding consistent with the Coordinator Academics' regularly-earned salary.

3.3. SALARY ADJUSTMENTS.

Prior to the beginning of each fiscal year, or by June 30, the Board may in its discretion, review and adjust the salary of the Coordinator Academics, but in no event shall the Coordinator Academics be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract.

3.4. BUSINESS EXPENSES.

The School shall pay or reimburse the Coordinator Academics for reimbursable expenses incurred by the Coordinator Academics in the continuing performance of duties under this Contract. HCCS agrees to pay the actual and incidental costs incurred by the Coordinator Academics for travel; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of HCCS. The Coordinator Academics shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures.

3.5. CELL PHONE.

The School shall provide the Coordinator Academics a cell phone which will be paid for, and maintained by HCCS.

3.6. HEALTH AND OTHER INSURANCE.

HCCS shall provide the Coordinator Academics with the same level of Health and Welfare benefits as other full-time employees of HCCS.

3.7. VACATION, HOLIDAY AND PERSONAL LEAVE.

The Coordinator Academics shall observe a 220 Day schedule and may take, at his choice, non-duty days and personal leave authorized by policies adopted by the Board for employees on 220-day contracts. The non-duty and personal leave days taken by the Coordinator Academics shall be taken at such time or times as will least interfere with the performance of the Coordinator Academics' duties as set forth in the Contract.

Upon the termination of the Coordinator Academics' employment under this Contract for any reason, all accrued but unused vacation days shall be paid with deduction as a single taxable lump sum payment to the Coordinator Academics or his survivors at the Coordinator Academics' then current daily rate of pay, with the daily rate being calculated on a 220-day work year.

The Coordinator Academics shall observe the same legal holidays as provided by Board policies for employees on 220-day contracts.

3.8. SICK LEAVE.

The Coordinator Academics shall have the same sick leave benefits as authorized by Board policies for employees on 220 day contracts.

3.9. STATE TEACHER RETIREMENT SYSTEM.

The School shall make the Coordinator Academics' portion of the monthly contribution to the California State Teacher Retirement System on behalf of the Coordinator Academics in the percentage amount required by the California State Teacher Retirement System for the account of the Coordinator Academics.

3.10. INDEMNIFICATION AND DEFENSE.

(a) The School shall indemnify, defend, and hold the Coordinator Academics harmless regarding any civil claims, demands, duties, actions, or other legal proceedings against the Coordinator Academics for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Coordinator Academics of HCCS, to the fullest extent permitted by law, except as otherwise provided in this paragraph. The School has no obligation to indemnify, defend, or hold the Coordinator Academics harmless regarding any claims, demands, duties, actions or other legal proceedings against

the Coordinator Academics if the Coordinator Academics admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(b) HCCS will pay the attorney's fees, expenses and costs reasonably necessary to defend the Coordinator Academics in any civil claims, demands, duties, actions or other legal proceedings against the Coordinator ACADEMICS in which the Coordinator Academics is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(c) If the Coordinator Academics admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Coordinator Academics will promptly reimburse HCCS all sums advanced by HCCS to defend the Coordinator Academics in the court proceeding in which such admission or finding is made within one hundred and eighty (180) days or as agreed by the Board.

(d) In the case of any criminal proceeding arising out of the Coordinator Academics' responsibilities as Coordinator Academics or other actions against HCCS, HCCS shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Coordinator Academics in any criminal claims, demands, duties, actions or legal proceedings against the Coordinator Academics. If the Coordinator Academics admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Coordinator Academics will promptly reimburse HCCS all sums advanced by HCCS to defend the Coordinator Academics in court within one hundred and eighty (180) days or as agreed by the Board.

(e) HCCS may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Coordinator Academics, or (ii) including the Coordinator Academics as a covered party under any errors and omissions

insurance coverage purchased for the protection of the Board and the professional employees of HCCS.

(f) The Coordinator Academics agrees to provide reasonable assistance to and cooperate with HCCS, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against HCCS.

(g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Coordinator Academics, or for any other obligation assumed by HCCS.

(h) If the Coordinator Academics does not consent to being represented by the same counsel representing HCCS in any proceeding HCCS is obligated to defend under this Section 3.10, then the Coordinator Academics may elect to be represented in such proceeding by independent counsel. In such event, HCCS will pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Coordinator Academics, subject to the provisions of this Section 3.10.

IV.

ANNUAL PERFORMANCE GOALS

4.1. DEVELOPMENT OF GOALS.

The Coordinator Academics shall, by September 31, 2014 and annually by July 1 of each year thereafter during the term of this Contract, submit for the Board's consideration and adoption, a proposed list of goals for HCCS. The goals approved by the Board shall be reduced to writing and shall be among the criteria upon which the Coordinator Academics' performance will be reviewed and evaluated.

4.2. PERFORMANCE REVIEW.

The Board shall evaluate and assess the performance of the Coordinator Academics in writing at a mutually agreed upon time, not later than May 15th of each year of this Contract. The meetings at which the Board evaluated the Coordinator Academics will be held in a closed meeting unless the Coordinator Academics requests that it should be held in an open meeting. The evaluation and

assessment shall be related to the duties of the Coordinator Academics as outlined in this Contract and consistent with Board Policy and the annual goals for the School.

4.3. CONFIDENTIALITY.

Unless the Coordinator Academics expressly requests otherwise in writing, the evaluation of the Coordinator Academics shall at all times be conducted in closed session and shall be considered to the extent permitted by law. Nothing herein shall prohibit the Board or the Coordinator Academics from sharing the content of the Coordinator Academics' evaluation with their respective legal counsel.

4.4. ANNUAL EVALUATION FORMAT AND PROCEDURE.

The annual evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and in consultation with the Coordinator Academics. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, the Coordinator ACADEMICS shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

V.

TERMINATION OF EMPLOYMENT CONTRACT

5.1. MUTUAL AGREEMENT.

This Contract may be terminated by mutual agreement of the Coordinator Academics and the Board in writing upon such terms and conditions as may be mutually agreed upon.

5.2. RETIREMENT OR DEATH.

This Contract shall be terminated upon the retirement or death of the Coordinator Academics.

5.3. DISMISSAL FOR GOOD CAUSE.

The Board may dismiss the Coordinator Academics during the term of this Contract for good cause. Said termination will relieve HCCS of any obligations to make further payment to the Coordinator Academics pursuant to the terms of this Contract. Examples of “good cause” include, but are not limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board’s policies or HCCS administrative regulations;
- (e) Neglect of duties;
- (f) Conviction of a felony or crime involving moral turpitude;
- (g) Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or conviction involving moral turpitude as required by HCCS policy;
- (h) Failure to comply with reasonable HCCS professional development requirements regarding advanced course work or professional development;
- (i) Immorality, which is conduct the Board determines, is not conformity with the accepted moral standards of the community encompassed by HCCS. Immorality is not confined to sexual matters, but included conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (j) Assault on an employee or student;
- (k) Knowingly falsifying records or documents related to HCCS’ activities;
- (l) Conscious misrepresentation of material facts to the Board or other officials in the conduct of HCCS’ business;
- (m) Any activities of the Coordinator Academics, school-connected or otherwise, that because of related publicity, or knowledge or same

- among students, faculty and community, substantially impairs or diminishes the Coordinator Academics' effectiveness;
- (n) Failure to take steps to maintain an effective working relationship, or maintain good rapport with student, the community, staff or the Board;
 - (o) Falsification of required information on an employee application;
 - (p) Any other reason constituting "good cause" under California law as it applies to term contract employees, as determined by the Board.

5.4. TERMINATION PROCEDURE.

In the event that the Board proposes to terminate this Contract for "good cause", the Coordinator Academics shall be afforded the rights as set forth in the Board's policies, and applicable state and federal law.

5.5. NONRENEWAL OF CONTRACT.

Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

VI.

MISCELLANEOUS

6.1. CONTROLLING LAW.

This Contract shall be governed by the laws of the state of California, and it shall be performable in Sacramento County, California, unless otherwise provided by law. This Contract supersedes and replaces all previous contracts, understandings and agreements between the parties.

6.2. COMPLETE AGREEMENT.

This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

6.3. CONFLICTS.

In the event of any conflicts between the terms, condition, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

6.4. SAVINGS CLAUSE.

In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Coordinator Academics have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

6.5. AMENDED.

This Contract may be amended during its term by the mutual written consent of the School and Coordinator Academics. Any such amendment shall be in writing and approved by official action of the Board, and accepted in writing by the President of the Board and Coordinator Academics.

6.6. NOTICE.

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipts requested, at the addresses contained herein.

6.7. BOARD POLICIES.

References herein to "Board policies" include the Board's policies as they exist or may be hereinafter be adopted or amended.

HIGHLANDS COMMUNITY CHARTER SCHOOL

ATTEST:

By: _____

Kirk Williams, Principal
HCCS

Date: _____

By: _____

Mike Brunelle, President
Board of Trustees

Date: _____

COORDINATOR ACADEMICS

ATTEST

By: _____

Jacob Walker, MS

Date: _____