

# **City Heights Preparatory Charter School Governing Board**

## **Summary of Compensation and Benefits Survey Data of Charter School Leaders for School Director**

**April 2021**

Prior to any Board action to approve any decisions regarding executive compensation (including approval of base salary increases, incentive compensation, bonuses, etc.), the Board must first exercise due diligence (review of comparable compensation practices) to ensure compliance with IRS restrictions on excess compensation for nonprofit executives, including a charter school director. The Board's review and approval of the executive compensation must occur: initially upon hiring the executive; whenever the term of employment, if any, is renewed or extended; and whenever the officer's compensation is modified. However, separate review and approval is not required if the modification of compensation extends to substantially all employees.

In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits. If the IRS determines compensation is not reasonable, severe consequences may result.

The following is a summary of findings following review and comparison of a sampling of total compensation levels received by educational leaders in Southern California. Compensation figures are from the State Controller's Office or from the Internal Revenue Service (Form 990) for the 2019 calendar year. The School Director at City Heights Preparatory Charter School oversees a school serving approximately 120 students in San Diego County. Based on these facts, this study compared salary packages of similarly situated school leaders. Of the five charter schools included in this survey, the average total compensation package (base salary plus other compensation) for comparable charter school leaders is approximately \$177,000. The average base salary is approximately \$148,000. These numbers are based on 2019 compensation, so it is reasonable to consider a 6% to 10% increase for the upcoming 2021-22 school year.

<b>Harriet Tubman Village Charter School (San Diego County)</b>	422 Students
CEO/Principal	
<b>Total Compensation Package</b>	<b>\$176,115</b>
Base Salary	\$151,458
Other compensation (benefits and retirement)	\$24,657
<b>Holly Drive Leadership Academy (San Diego County)</b>	128 Students
Director	
<b>Total Compensation Package</b>	<b>\$164,728</b>
Base Salary	\$143,922
Other Compensation (benefits and retirement)	\$20,806
<b>Learning Choice Academy- Chula Vista (San Diego County)</b>	383 Students
Executive Director	
<b>Total Compensation Package</b>	<b>\$175,336</b>
Base Salary	\$142,482
Other compensation (benefits and retirement)	\$32,854
<b>San Pasqual Union Elementary School District (San Diego County)</b>	584 Students
Superintendent	
<b>Total Compensation Package</b>	<b>\$174,990</b>
Base Salary	\$143,197
Other compensation (benefits and retirement)	\$31,793
<b>Valley Charter Elementary (Los Angeles County)</b>	264 Students
Executive Director	
<b>Total Compensation Package</b>	<b>\$195,681</b>
Base Salary	\$159,168
Other compensation (benefits and retirement)	\$36,513

## **Performance Recap – Executive Director**

**2020-2021**

### **1. Leadership and Strategic Planning**

- Led the school through the pandemic while ensuring students and staff remained as engaged as possible through meetings, trainings, and providing resources wherever needed.
- Was able to safely and securely open the school and bring back in person learning for those students and families that wanted this option. I was also able to take advantage of additional funding to address learning loss concerns and offer additional support beyond the school day, increase access to online supports, and create a summer learning recovery plan.
- I was able to lead the school through a WASC Mid Cycle review in which we were highly recognized for the improvements and strides we have made as a school.
- I was also able to lead us through the Charter Renewal Process, in which we were granted the renewal under the guidelines of the newly enacted legislation.
- I was able to expand on the Master Schedule and course offerings to allow for more electives, AP courses, and course offerings in general. Thus, giving students more access, options, and make the school more marketable and competitive.

### **2. Employee Relations**

- Two years in a row now, we finished the school year with the same staff we started with, and returned every staff member – thus starting to build the culture and continuity of the school.
- In addition to returning every staff member, while also providing support and resources, along with encouragement – every teacher now has a California clear credential and is working on their Master’s degree in Education.

### **3. Professionalism Under Pressure**

- I was able to make quick and necessary adjustments in the face of the school closure during a global pandemic, and we were able to make these adjustments to continue with all instructional programs and make sure every family was connected and ensured access, in order to not disrupt the educational process.

#### **4. Knowledge and Advocacy**

- I stayed very connected and dialed in to my professional network during the school closures because of the global pandemic. I routinely was on the phone with Principals, Asst. Superintendents, and some Superintendents primarily across California making sure we were all not only receiving the same information, but sharing ideas and best practices for how to navigate during these challenging times.
- Consistently attending and participating in webinars thru SDCOE, ACSA, CALSA, and LACOE.

#### **5. School Wide Goals**

- Increased high school course offerings, Project Lead the Way, AVID School Wide, AP Art. This past school year – CHP has its first ever student receive AP credit.
- Because of improving our Academic Course offerings, expanding on after school clubs and programs, and just an overall improvement to student life and school culture, we have not had the normal loss of students at the high school level.
- When I arrived at CHP in 2018 – enrollment was 113
- To start the 2019 school year – enrollment was at 120
- To start the 2020 school year – enrollment is at 135
- To start the 2021 school year – enrollment is projected between 135-140

*\*Our High School group is now for the first time ever larger than the middle school, which is a good sign, it shows they are not leaving after 8<sup>th</sup> grade.*

**FIXED TERM EMPLOYMENT AGREEMENT**  
**Between**  
**CITY HEIGHTS PREPARATORY CHARTER SCHOOL & DR. ELIAS VARGAS**

This Employment Agreement ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of City Heights Preparatory Charter School ("City Heights Prep" or the "School"), a California public charter school approved by the San Diego Unified School District ("District"). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of City Heights Prep's charter, and in implementing City Heights Prep's policies and procedures. The parties recognize that the provisions of the California Education Code do not govern City Heights Prep, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

**RECITALS**

WHEREAS, City Heights Prep is a charter school, organized and operating pursuant to the provisions of the Charter document ("Charter") and applicable law; and

WHEREAS, City Heights Prep is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board 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, City Heights Prep desires to retain the services of the Employee by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and City Heights Prep desire to formalize the employment relationship by way of this Agreement;

NOW, WHEREAS, 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 13, "Termination of Contract" herein, City Heights Prep hereby employs the Employee to serve as the School Director for a term of three (3) years commencing on July 1, 2021 and ending June 30, 2024.

The School Director 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 7:15 a.m. to 3:45 p.m. The position is on-site and may require telework as needed, or as required by federal, state, or local law. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule, as well as before and after the regular work year or hours of the workday.

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 City Heights Prep.

2. **COMPENSATION**

The Employee will receive a gross base salary of \$[INSERT] per year, to be paid 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 workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS**

- a. **Health/Retirement Benefits:** At the School's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to City Heights Prep's employees, including entitlement to participation in the California State Teachers' Retirement System ("STRS") as applicable, subject to program and eligibility requirements.
- b. **Sick Leave:** The Employee shall be entitled to receive ten (10) sick days annually frontloaded at the beginning of the work year. Sick days do not accrue or carry over from year to year and are not paid out.
- 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 the School Director as outlined herein, directed by the Board, School policies and procedures, prescribed by the Charter, and as 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.

5. **WORK YEAR**

In accordance with the terms of this Agreement, the Employee shall be required to work a minimum of two hundred (200) days throughout each year.

6. **EVALUATION**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and pre-established performance goals. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he shall have the right to make an oral or written response to the evaluation to the Board thereafter. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 13.

7. **EXPENSE REIMBURSEMENT**

City Heights Prep shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable City Heights Prep policy and authorization.

8. **PROFESSIONAL DEVELOPMENT**

The Board shall encourage the Employee to maintain and improve his professional competence by all available means including through membership in professional organizations, attendance at professional organization meetings, and other continuing education activities. City Heights Prep shall pay the Employee's annual dues for membership in the Association of California School Administrators and the California Association of Latino Superintendents and Administrators.

9. **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 the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **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 is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **CONFLICTS OF INTEREST**

The Employee understands that, while employed at the School, he will have access to confidential and proprietary information. The 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 employment with City Heights Prep.

12. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. City Heights Prep shall in no way be responsible for any expenses attendant to the performance of such outside activities.

13. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, the 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; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board 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 choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared workdays) for the term of this Agreement or for a period of three (3) months 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 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 City Heights Prep 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 Sections a. or b., above.

14. **NON-RENEWAL/EXPIRATION OF TERM**

The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

15. **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 twelve (12).
- b. **Required Reimbursements:** The Employee shall be required to reimburse City Heights Prep for any salary or fees received from City Heights Prep in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse City Heights Prep for any cash settlement he receives in relation to his termination if the Employee is convicted of a crime involving the abuse of office/position.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **SIGNATURES**

In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of City Heights  
Prep

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Watts, Board Chair

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Elias Vargas, School Director

***This Employment Agreement is subject to ratification and approval by the Governing Board of City Heights Prep.***

**Attachment A – [TITLE] Job Description**