



Excel Academy (CA)

Board of Directors Study Session

Published on March 31, 2023 at 3:54 PM PDT

Date and Time

Thursday April 6, 2023 at 10:45 AM PDT

Location

Excel Academy Charter School
|
1 Technology Drive, Ste I-811
Irvine, CA 92618

Regus- Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Zoom Meeting Information:

Dial In: +1 669 444 9171 US

Meeting ID: 834 0612 8684

Join URL: <https://us06web.zoom.us/j/83406128684>

MISSION STATEMENT

Excel Academy will provide flexible, personalized learning through a customized course of study that will educate, motivate, and instill a love of learning in each individual student. Teachers and parents will join together to maintain high expectations and promote academic excellence for all students creating the next generation of leaders.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Excel Academy Charter Schools.

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:45 AM
A. Call the Meeting to Order		William Hall	1 m
B. Record Attendance		William Hall	1 m

Roll Call:

- William Hall, President
- Michael Humphrey, Vice President
- Steve Fraire, Clerk
- Susan Houle, Member
- Larry Alvarado, Member

II. Pledge of Allegiance			10:47 AM
A. Led by Board President or Designee			2 m

III. Public Comments/Recognition/Reports

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

	Purpose	Presenter	Time
IV. Board Study Session			10:49 AM
A. Executive Director/CEO Contract Review	Discuss	Ralph Baker	25 m
B. Executive Director/CEO Evaluation Timeline	Discuss	Heidi Gasca	10 m
C. Executive Director/CEO Job Description	Discuss	Heidi Gasca	10 m

V. Calendar

The next Regular Board meeting will be held on May 11, 2023.
 The next Study Session will be held on August 10, 2023.

VI. Closing Items			11:34 AM
A. Adjourn Meeting	Vote		1 m

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

FOR MORE INFORMATION

For more information concerning this agenda, contact
 Excel Academy Charter School.

Coversheet

Executive Director/CEO Contract Review

Section: IV. Board Study Session
Item: A. Executive Director/CEO Contract Review
Purpose: Discuss
Submitted by:
Related Material: 2023-2024_EACS_Salary_Schedules_(1).pdf
H. Gasca Contract Clean.pdf
REDLINE H. Gasca Contract.pdf
Executive Director Contract Revisions - 22_23.pdf

DRAFT - Administrative Salary Schedule						
	CEO/Superintendent	Executive Director	Director Principal Program Specialist	Assistant Director	Coordinator	Specialist
STEP	\$225	\$220	\$220	\$220	\$220	\$220
0	\$165,757	\$132,606	\$106,085	\$84,868	\$72,137	\$64,924
1	\$170,730	\$136,584	\$109,267	\$87,414	\$74,302	\$66,871
2	\$175,852	\$140,681	\$112,545	\$90,036	\$76,531	\$68,878
3	\$181,127	\$144,902	\$115,921	\$92,737	\$78,827	\$70,944
4	\$186,561	\$149,249	\$119,399	\$95,519	\$81,191	\$73,072
5	\$192,158	\$153,726	\$122,981	\$98,385	\$83,627	\$75,264
6	\$197,923	\$158,338	\$126,671	\$101,336	\$86,136	\$77,522
7	\$203,860	\$163,088	\$130,471	\$104,376	\$88,720	\$79,848
8	\$209,976	\$167,981	\$134,385	\$107,508	\$91,382	\$82,243
9	\$216,275	\$173,020	\$138,416	\$110,733	\$94,123	\$84,711
10	\$222,764	\$178,211	\$142,569	\$114,055	\$96,947	\$87,252
11	\$229,447	\$183,557	\$146,846	\$117,477	\$99,855	\$89,870
12	\$236,330	\$189,064	\$151,251	\$121,001	\$102,851	\$92,566
13	\$243,420	\$194,736	\$155,789	\$124,631	\$105,936	\$95,343
14	\$250,723		\$160,462	\$128,370	\$109,114	\$98,203
15	\$258,244		\$165,276	\$132,221	\$112,388	\$101,149
16	\$265,992				\$115,760	\$104,184
17	\$273,971				\$119,232	\$107,309
18	\$282,190				\$122,809	\$110,528
19					\$126,494	\$113,844
20						\$117,260
21						\$120,777
22						\$124,401
23						\$128,133
24						\$131,977
25						\$135,936
1.03		\$0	\$0	\$0	\$0	\$0

Classified Administrative/ Leadership /Salary Schedule					
	Executive Director	Director	Assistant Director Officer	Coordinator Officer	Manager
STEP					
0	\$132,606	\$106,085	\$84,868	\$72,137	\$64,924
1	\$136,584	\$109,267	\$87,414	\$74,302	\$66,871
2	\$140,681	\$112,545	\$90,036	\$76,531	\$68,878
3	\$144,902	\$115,921	\$92,737	\$78,827	\$70,944
4	\$149,249	\$119,399	\$95,519	\$81,191	\$73,072
5	\$153,726	\$122,981	\$98,385	\$83,627	\$75,264
6	\$158,338	\$126,671	\$101,336	\$86,136	\$77,522
7	\$163,088	\$130,471	\$104,376	\$88,720	\$79,848
8	\$167,981	\$134,385	\$107,508	\$91,382	\$82,243
9	\$173,020	\$138,416	\$110,733	\$94,123	\$84,711
10	\$178,211	\$142,569	\$114,055	\$96,947	\$87,252
11	\$183,557	\$146,846	\$117,477	\$99,855	\$89,870
12	\$189,064	\$151,251	\$121,001	\$102,851	\$92,566
13	\$194,736	\$155,789	\$124,631	\$105,936	\$95,343
14	\$200,578	\$160,462	\$128,370	\$109,114	\$98,203
15	\$206,595	\$165,276	\$132,221	\$112,388	\$101,149
16	\$212,793	\$170,235	\$136,188	\$115,760	\$104,184
17	\$219,177	\$175,342		\$119,232	\$107,309
18	\$225,752	\$180,602		\$122,809	\$110,528
19	\$232,525	\$186,020		\$126,494	\$113,844
20	\$239,501	\$191,601			\$117,260
21	\$246,686	\$197,349			\$120,777
22	\$254,086	\$203,269			\$124,401
23	\$261,709				\$128,133
24	\$269,560				
25	\$277,647				
1.03		\$0	\$0	\$0	\$0

Additional Assignments					
	Rate By	Rate	Rate By Year	Stipends Included	Annual Hours
Tier 1- Hourly Assistance	hourly	\$ 38.46	N/A	Assessment Support & Tutoring Substitute Teacher Curriculum Team	As Needed
Tier 2- Extra Curricular Oversight	per month	N/A	\$ 250.00	Regional Leader E-Sports Advisor Only Student Council Advisor SPED ETL Theater Coordinator WASC Coordinator I (Only in update only years) TK Compliance	50-150
Tier 3- Technical Oversight	per month	N/A	\$ 600.00	Social Media (E-SPORTS+ CODER-Z) MARCOM Community Outreach Community Liaison Compliance Coordinator	150-250
Tier 4- Certificated Oversight I	per month	N/A	\$ 1,000.00	Intervention Teacher WASC Coordinator II - (Only in study years) Lead CM 304	250-350
Tier 5- Certificated Oversight	per month	N/A	\$ 1,200.00	HQT Lead Teacher- 440	350-450

Administration				
Longevity				
Staff receive longevity stipend of \$1,500 per year after 5, 10, and 15 years of service:				
A stipend of \$1,500 will be added per year starting with the 6th year of service.				
The stipend will be increased an additional \$1,500 per year equivalent to \$3,000 per year starting with the 11th year of service.				
The stipend will be increased to \$4,500 per year starting with the 16th year of service.				
Education Stipend:				
Effective 7/1/19 certificated personnel in possession of a educationally related advanced degree from an accredited college or university will receive an annual stipend.				
Master's			\$2,000.00	
Master's + Doctorate			\$3,000.00	
Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.				
Effective 7/1/22 certificated personnel in possession of a National Board Certification may receive an annual stipend equivalent to \$2,000.				
Employees may earn either the Master's degree stipend or the National Board Certification stipend.				

Certificated				
SICK LEAVE	Hours per Week	Per Pay Period (Non-Exempt)	Per Pay Period (Exempt)	Total Monthly Accrual
Tier 2	30+ hours	4/4	8	8
Tier 1	20- 29 hours	3/3	6	6
CA SL	19 hours or less	2/2	-	4

Employer Benefit Contribution Chart					
2023-2024					
			<i>Eligible employees will have the option to choose to enroll in benefits or elect a cash in lieu stipend with proof of alternate coverage.</i>		
	Exempt (FTE)	Non-Exempt (Hours per Week)	*Tiered Benefit Contribution (for Health, Dental, and/or Vision)	Annual Benefit Contribution	*Cash In Lieu of Benefits
Tier 2	.75 + 1.0 FTE	30 + hours	\$1,300/month	\$15,600.00	\$200/month
Tier 1	.50 - .74 FTE	20 -29 hours	\$780/month	\$9,360.00	\$100/month
Not Eligible	.475 FTE or less	19 hours or less	not eligible	not eligible	not eligible
.475 FTE or less	19 hours or less	not eligible	not eligible	not eligible	not eligible

Employee Type		Work Year Days	Work Year Weeks	Hours Per Week	Hours Per Year	FTE	Pay	Ave. Roster
Teacher of Record	TOR	185	37	40	1480	1	ToR Column	22-27
Multiple/ Modified Teacher of Record	MAToR	185	37	30	1110	0.75	MAToR Column	15-18
Virtual Teacher	VT	185	37	3	111	0.075	Hourly Rate Only (Steps 1-4)	
Tier 1 Additional Assignment		185	37	As Needed	As Needed		Stipend	
Tier 2 Additional Assignment		185	37	1.6	55-60	0.025	Stipend	
Tier 3 Additional Assignment		185	37	2.5	88-96	0.05	Stipend	
Tier 4 Additional Assignment		185	37	2.9	100-110	0.05	Stipend	
Tier 5 Additional Assignment		185	37	5.3	176-198	0.125	Stipend	

	Certificated General Education Teacher									
	Virtual Annual	Virtual Hourly	ToR Annual	ToR Hourly	MA ToR Annual	MA ToR Hourly				
A (NEW) I Class	\$ 6,050.00	\$ 40.87								
B (NEW) II Class	\$ 12,100.00	\$ 40.87								
C (NEW) III Class	\$ 18,150.00	\$ 40.88	0.03		0.03					
Step 1			\$ 56,919.05	\$ 38.46	\$ 45,535.24	\$ 38.46		\$ 56,919.05	\$ 569.19	\$ 57,488.24
Step 2			\$ 58,626.63	\$ 39.61	\$ 46,901.30	\$ 39.61		\$ 58,626.63	\$ 586.27	\$ 59,212.89
Step 3			\$ 60,385.42	\$ 40.80	\$ 48,308.34	\$ 40.80		\$ 60,385.42	\$ 603.85	\$ 60,989.28
Step 4			\$ 62,196.99	\$ 42.02	\$ 49,757.59	\$ 42.02		\$ 62,196.99	\$ 621.97	\$ 62,818.96
Step 5			\$ 64,062.90	\$ 43.29	\$ 51,250.32	\$ 43.29		\$ 64,062.90	\$ 640.63	\$ 64,703.53
Step 6			\$ 65,984.78	\$ 44.58	\$ 52,787.83	\$ 44.58		\$ 65,984.78	\$ 659.85	\$ 66,644.63
Step 7			\$ 67,964.33	\$ 45.92	\$ 54,371.46	\$ 45.92		\$ 67,964.33	\$ 679.64	\$ 68,643.97
Step 8			\$ 70,003.26	\$ 47.30	\$ 56,002.61			\$ 70,003.26	\$ 700.03	\$ 70,703.29
Step 9			\$ 72,103.35	\$ 48.72	\$ 57,682.68			\$ 72,103.35	\$ 721.03	\$ 72,824.39
Step 10			\$ 74,266.46	\$ 50.18	\$ 59,413.16			\$ 74,266.46	\$ 742.66	\$ 75,009.12
Step 11			\$ 76,494.45	\$ 51.69	\$ 61,195.56			\$ 76,494.45	\$ 764.94	\$ 77,259.39
Step 12			\$ 78,789.28	\$ 53.24	\$ 63,031.43			\$ 78,789.28	\$ 787.89	\$ 79,577.18
Step 13			\$ 81,152.96	\$ 54.83	\$ 64,922.37			\$ 81,152.96	\$ 811.53	\$ 81,964.49
Step 14			\$ 83,587.55	\$ 56.48	\$ 66,870.04			\$ 83,587.55	\$ 835.88	\$ 84,423.43
Step 15			\$ 86,095.18	\$ 58.17	\$ 68,876.14	Exempt		\$ 86,095.18	\$ 860.95	\$ 86,956.13

2023-2024 One-Time COLA
1%

	Virtual Annual	Virtual Hourly					
A (NEW) I Class	\$ 6,050.00	\$ 40.87					
B (NEW) II Class	\$ 12,100.00	\$ 40.87					
C (NEW) III Class	\$ 18,150.00	\$ 40.88					
VIRTUAL ADDITIONAL ASSIGNMENT							
Virtual Class Stipend	Freq.	Hourly Rate	MAX MONTHLY	Year	Weekly	Monthly	Annual
1 CLASS Stipend	per month	\$ 34.37	\$ 550.00	\$ 6,050.00	4	16	176
2 CLASS Stipend	per month	\$ 34.37	\$ 1,100.00	\$ 12,100.00	8	32	352
3 CLASS Stipend	per month	\$ 34.37	\$ 1,650.00	\$ 18,150.00	12	48	528
4 CLASS Stipend	per month	\$ 34.37	\$ 2,200.00	\$ 24,200.00	16	64	704
	MIN Students	MAX Students					
VT ONLY	8.00	27.00					
TOR/VT	8.00	27.00					
MA-TOR	8.00	27.00					
CTE	N/A	27.00					
*** Classes more than 27 are rolled into a additional class							

Certificated Special Education Teacher				
	Range 1 - 185 Days (2.5%)	Range 2 - 190 Days (2.5%)	Range 3 - 212 Days (2.5%)	Range 4 - 220 Days (3%)
Step 1	\$ 65,000.00	\$ 66,756.50	\$ 74,486.20	\$ 76,720.78
Step 2	\$ 66,625.00	\$ 68,425.41	\$ 76,348.36	\$ 78,638.80
Step 3	\$ 68,290.63	\$ 70,136.05	\$ 78,257.06	\$ 80,604.77
Step 4	\$ 69,997.89	\$ 71,889.45	\$ 80,213.49	\$ 82,619.89
Step 5	\$ 71,747.84	\$ 73,686.69	\$ 82,218.83	\$ 84,685.39
Step 6	\$ 73,541.53	\$ 75,528.85	\$ 84,274.30	\$ 86,802.52
Step 7	\$ 75,380.07	\$ 77,417.07	\$ 86,381.16	\$ 88,972.58
Step 8	\$ 77,264.57	\$ 79,352.50	\$ 88,540.68	\$ 91,196.90
Step 9	\$ 79,196.19	\$ 81,336.31	\$ 90,754.20	\$ 93,476.82
Step 10	\$ 81,176.09	\$ 83,369.72	\$ 93,023.06	\$ 95,813.74
Step 11	\$ 83,205.50	\$ 85,453.96	\$ 95,348.63	\$ 98,209.08
Step 12	\$ 85,285.63	\$ 87,590.31	\$ 97,732.35	\$ 100,664.31
Step 13	\$ 87,417.77	\$ 89,780.07	\$ 100,175.66	\$ 103,180.92
Step 14	\$ 89,603.22	\$ 92,024.57	\$ 102,680.05	\$ 105,760.44
Step 15	\$ 91,843.30	\$ 94,325.19	\$ 105,247.05	\$ 108,404.45
Step 16	\$ 94,139.38	\$ 96,683.32	\$ 107,878.23	\$ 111,114.57
Step 17	\$ 96,492.87	\$ 99,100.40	\$ 110,575.18	\$ 113,892.43
Step 18	\$ 98,905.19	\$ 101,577.91	\$ 113,339.56	\$ 116,739.74
Step 19	\$ 101,377.82	\$ 104,117.36	\$ 116,173.05	\$ 119,658.23
Step 20	\$ 103,912.26	\$ 106,720.29	\$ 119,077.38	\$ 122,649.69

102.50%

Excel Salary Schedules 2022-23									
Certificated Pupil Support									
Certificated Management	Range 1 (3%)*	Range 2 (3%)*	Range 3 (3%)	Range 4 (3%)	Range 5 (3%)	Range 6 (3%)	Range 7 (3%)	Range 8 (3%)	Range 9 (3%)
Step 1	\$ 55,807.04	\$ 57,295.23	\$ 59,527.51	\$ 61,759.79	\$ 63,992.08	\$ 78,129.86	\$ 90,573.92	\$ 102,684.96	\$ 115,572.83
Step 2	\$ 57,481.25	\$ 59,014.09	\$ 61,313.34	\$ 63,612.59	\$ 65,911.84	\$ 80,473.76	\$ 93,291.14	\$ 105,765.51	\$ 119,040.01
Step 3	\$ 59,205.69	\$ 60,784.51	\$ 63,152.74	\$ 65,520.97	\$ 67,889.19	\$ 82,887.97	\$ 96,089.88	\$ 108,938.47	\$ 122,611.21
Step 4	\$ 60,981.86	\$ 62,608.05	\$ 65,047.32	\$ 67,486.60	\$ 69,925.87	\$ 85,374.61	\$ 98,972.57	\$ 112,206.63	\$ 126,289.55
Step 5	\$ 62,811.32	\$ 64,486.29	\$ 66,998.74	\$ 69,511.19	\$ 72,023.65	\$ 87,935.85	\$ 101,941.75	\$ 115,572.83	\$ 130,078.24
Step 6	\$ 64,695.66	\$ 66,420.88	\$ 69,008.70	\$ 71,596.53	\$ 74,184.36	\$ 90,573.92	\$ 105,000.00	\$ 119,040.01	\$ 133,980.58
Step 7	\$ 66,636.53	\$ 68,413.50	\$ 71,078.96	\$ 73,744.42	\$ 76,409.89	\$ 93,291.14	\$ 108,150.00	\$ 122,611.21	\$ 138,000.00
Step 8	\$ 68,635.62	\$ 70,465.91	\$ 73,211.33	\$ 75,956.76	\$ 78,702.18	\$ 96,089.87	\$ 111,394.50	\$ 126,289.55	\$ 142,140.00
Step 9	\$ 70,694.69	\$ 72,579.89	\$ 75,407.67	\$ 78,235.46	\$ 81,063.25	\$ 98,972.57	\$ 114,736.34	\$ 130,078.24	
Step 10	\$ 72,815.53	\$ 74,757.28	\$ 77,669.90	\$ 80,582.52	\$ 83,495.15	\$ 101,941.75	\$ 118,178.43	\$ 133,980.58	
Step 11	\$ 75,000.00	\$ 77,000.00	\$ 80,000.00	\$ 83,000.00	\$ 86,000.00	\$ 105,000.00	\$ 121,723.78	\$ 138,000.00	
Step 12	\$ 77,250.00	\$ 79,310.00	\$ 82,400.00	\$ 85,490.00	\$ 88,580.00	\$ 108,150.00	\$ 125,375.49	\$ 142,140.00	

Step 13	\$ 79,567.50	\$ 81,689.30	\$ 84,872.00	\$ 88,054.70	\$ 91,237.40	\$ 111,394.50	\$ 129,136.76	\$ 146,404.20
Step 14	\$ 81,954.53	\$ 84,139.98	\$ 87,418.16	\$ 90,696.34	\$ 93,974.52	\$ 114,736.34	\$ 133,010.86	\$ 150,796.33
Step 15	\$ 84,413.16	\$ 86,664.18	\$ 90,040.70	\$ 93,417.23	\$ 96,793.76	\$ 118,178.43	\$ 137,001.19	\$ 155,320.22
Step 16	\$ 86,945.56	\$ 89,264.10	\$ 92,741.93	\$ 96,219.75	\$ 99,697.57	\$ 121,723.78	\$ 141,111.22	
Step 17	\$ 89,553.92	\$ 91,942.03	\$ 95,524.18	\$ 99,106.34	\$ 102,688.50	\$ 125,375.49	\$ 145,344.56	
Step 18	\$ 92,240.54	\$ 94,700.29	\$ 98,389.91	\$ 102,079.53	\$ 105,769.15	\$ 129,136.76	\$ 149,704.90	
Step 19	\$ 95,007.76	\$ 97,541.30	\$ 101,341.61	\$ 105,141.92	\$ 108,942.23	\$ 133,010.86	\$ 154,196.04	
Step 20	\$ 97,857.99	\$ 100,467.54	\$ 104,381.85	\$ 108,296.17	\$ 112,210.49	\$ 137,001.18	\$ 158,821.92	

Classified Salary Schedule				
	Clerical	Technical	Specialist	Coordinator
	Range 1 (3%)	Range 2 (3%)	Range 3 (3%)	Range 4 (3%)
Step 1	\$ 40,000.00	\$ 44,000.00	\$ 50,600.00	\$ 60,720.00
Step 2	\$ 41,200.00	\$ 45,320.00	\$ 52,118.00	\$ 62,541.60
Step 3	\$ 42,436.00	\$ 46,679.60	\$ 53,681.54	\$ 64,417.85
Step 4	\$ 43,709.08	\$ 48,079.99	\$ 55,291.99	\$ 66,350.38
Step 5	\$ 45,020.35	\$ 49,522.39	\$ 56,950.75	\$ 68,340.89
Step 6	\$ 46,370.96	\$ 51,008.06	\$ 58,659.27	\$ 70,391.12
Step 7	\$ 47,762.09	\$ 52,538.30	\$ 60,419.05	\$ 72,502.86
Step 8	\$ 49,194.95	\$ 54,114.45	\$ 62,231.62	\$ 74,677.94
Step 9	\$ 50,670.80	\$ 55,737.88	\$ 64,098.57	\$ 76,918.28
Step 10	\$ 52,190.93	\$ 57,410.02	\$ 66,021.52	\$ 79,225.83
Step 11	\$ 53,756.66	\$ 59,132.32	\$ 68,002.17	\$ 81,602.60
Step 12	\$ 55,369.35	\$ 60,906.29	\$ 70,042.23	\$ 84,050.68
Step 13	\$ 57,030.44	\$ 62,733.48	\$ 72,143.50	\$ 86,572.20
Step 14	\$ 58,741.35	\$ 64,615.48	\$ 74,307.81	\$ 89,169.37
Step 15	\$ 60,503.59	\$ 66,553.95	\$ 76,537.04	\$ 91,844.45
Step 16	\$ 62,318.70	\$ 68,550.57	\$ 78,833.15	\$ 94,599.78
Step 17	\$ 64,188.26	\$ 70,607.08	\$ 81,198.15	\$ 97,437.77
Step 18	\$ 66,113.91	\$ 72,725.30	\$ 83,634.09	\$ 100,360.91
Step 19	\$ 68,097.32	\$ 74,907.05	\$ 86,143.11	\$ 103,371.74
Step 20	\$ 70,140.24	\$ 77,154.27	\$ 88,727.41	\$ 106,472.89
		10%	15%	20%

Excel Salary Schedules 2022-23								
SPED Classified								
	Range 1 (3%)*	Range 2 (3%)*	Range 3 (3%)	Range 4 (3%)	Range 5 (3%)	Range 6 (3%)	Range 7 (3%)	Range 8 (3%)
Step 1	\$ 75,000.00	\$ 77,000.00	\$ 80,000.00	\$ 83,000.00	\$ 86,000.00	\$ 105,000.00	\$ 121,723.78	\$ 138,000.00
Step 2	\$ 77,250.00	\$ 79,310.00	\$ 82,400.00	\$ 85,490.00	\$ 88,580.00	\$ 108,150.00	\$ 125,375.49	\$ 142,140.00
Step 3	\$ 79,567.50	\$ 81,689.30	\$ 84,872.00	\$ 88,054.70	\$ 91,237.40	\$ 111,394.50	\$ 129,136.76	\$ 146,404.20
Step 4	\$ 81,954.53	\$ 84,139.98	\$ 87,418.16	\$ 90,696.34	\$ 93,974.52	\$ 114,736.34	\$ 133,010.86	\$ 150,796.33
Step 5	\$ 84,413.16	\$ 86,664.18	\$ 90,040.70	\$ 93,417.23	\$ 96,793.76	\$ 118,178.43	\$ 137,001.19	\$ 155,320.22
Step 6	\$ 86,945.56	\$ 89,264.10	\$ 92,741.93	\$ 96,219.75	\$ 99,697.57	\$ 121,723.78	\$ 141,111.22	
Step 7	\$ 89,553.92	\$ 91,942.03	\$ 95,524.18	\$ 99,106.34	\$ 102,688.50	\$ 125,375.49	\$ 145,344.56	
Step 8	\$ 92,240.54	\$ 94,700.29	\$ 98,389.91	\$ 102,079.53	\$ 105,769.15	\$ 129,136.76	\$ 149,704.90	
Step 9	\$ 95,007.76	\$ 97,541.30	\$ 101,341.61	\$ 105,141.92	\$ 108,942.23	\$ 133,010.86	\$ 154,196.04	
Step 10	\$ 97,857.99	\$ 100,467.54	\$ 104,381.85	\$ 108,296.17	\$ 112,210.49	\$ 137,001.18	\$ 158,821.92	



EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of June 16, 2022, by and between the Excel Academy (Charter School), a public school of the State of California ("Charter School") and Heidi Gasca, an individual referred to herein as "Executive Director/CEO."

WHEREAS, the Board of Directors ("Board") desires to employ the Executive Director/CEO as the Executive Director/CEO of the Charter School, and the Executive Director/CEO desires to accept employment as the Executive Director/CEO of Charter School upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2024, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Executive Director/CEO receive a satisfactory evaluation pursuant to Section 16 after the first year of this Agreement, this Agreement will be automatically extended for one additional year, so long as the term of the Agreement does not at any time exceed 3 years.

The Charter School shall provide the Executive Director/CEO with at least 120 days written notice prior to the expiration of this Agreement of the intention of the Charter School not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided.

2. EMPLOYMENT DUTIES AND RESPONSIBILITIES

The Board hereby employs the Executive Director/CEO as the Executive Director/CEO of the Charter School, and the Executive Director/CEO accepts employment as the Executive Director/CEO of the Charter School. In said capacity, the Executive Director/CEO shall do and perform all services, acts, or tasks, necessary or advisable, to manage and conduct the business of the Charter School. Without limiting the foregoing, the Executive Director/CEO (or Executive Director/CEO's designee) shall perform the job duties as outlined in the board approved job description.

2.1 Responsible for Personnel

Subject to approval by the Board of the CEO/Executive Director's recommendations, the CEO/Executive Director shall have the authority of organizing, reorganizing, and arranging the

administrative and supervisory staff that in her judgment would best serve the Charter School, and determine all personnel matters, including, without limitation, selection, assignment, and transfer of employees.

The CEO/Executive Director shall review all policies under consideration by the Board and make appropriate recommendations to the Board.

2.2 Professional Growth

Endeavor to maintain and improve the Executive Director/CEO's professional competence by a variety of means, including, without limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

2.3 Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Executive Director/CEO's obligations as the Executive Director/CEO of the Charter School.

2.4 Board Liaison

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.

2.5 Attend All Board Meetings

The Executive Director/CEO shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all Charter School committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Charter School.

2.6 Board Refer Complaints

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Executive Director/CEO for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

2.7 Board/Executive Director/CEO Facilitator

In addition to directing all complaints/criticisms/suggestions concerning the Charter School or any of its personnel directly to the Executive Director/CEO as set forth above, the Board agrees that it shall work with the Executive Director/CEO in a spirit of cooperation and teamwork, and shall provide her with periodic opportunities to discuss Board/Executive Director/CEO relationships. Whenever it is deemed desirable by either a majority of the Board of Directors, or by the Executive Director/CEO, an outside advisor will be mutually selected by the Board and the Executive Director/CEO, and shall be paid for by Charter School, to facilitate discussion of the relationships of the Board and the Executive Director/CEO, in advancement of the best interests of the Charter School.

2.8 Board/Executive Director/CEO Relations

The Board recognizes that it is a collective body and each Board member recognizes that their authority as a Board member is derived from collective deliberation and action of the Board as a whole in a duly constituted meeting. It is understood that the Executive Director/CEO takes direction from the Board as a whole and not from individual Board members. Individual Board members will not give directions to the Executive Director/CEO or any staff member regarding the management of the

Charter School of the solutions for specific problems. Pursuant to Board protocols and Bylaws, the Board will refer criticisms, complaints and suggestions brought to the attention of the Board, or any member thereof, to the Executive Director/CEO. It is the Executive Director/CEO's responsibility to share with the President of the Board any significant item brought to her by an individual Board member.

2.9 Assigned Other Duties

This is an agreement for the performance of professional services as Executive Director/CEO of the Charter School. In recognition of the purposes of this Agreement, the Executive Director/CEO shall not be assigned to any other position or have her duties assigned to others without the Executive Director/CEO's consent. No policy or bylaw of the Charter School shall diminish the Executive Director/CEO's statutory or contractual authority. All duties assigned to the Executive Director/CEO by the Board shall be appropriate to and consistent with the professional role and responsibility of the Executive Director/CEO. The Executive Director/CEO shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Executive Director/CEO's position and necessary for the adequate performance of her duties.

OBLIGATIONS OF THE CHARTER SCHOOL

The Charter School shall provide the Executive Director/CEO with the compensation, incentives, benefits, technology and business expense reimbursements specified in this Agreement.

3. SALARY

3.1 Base Salary and Board Adopted Salary Schedule

Having the goal of providing the Executive Director/CEO with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated personnel, the Executive Director/CEO shall be placed on the appropriate step of a Board adopted Salary Schedule. Based on this information, the Charter School shall pay the Executive Director/CEO an annual salary of \$197,923. Charter School shall pay the Executive Director/CEO an annual salary of The percentage step increases on the salary schedule shall be aligned with other Administrative Salary Schedules adopted by the Charter School. The Executive Director/CEO shall receive a step increase beginning on July 1 each year of the Agreement. The Executive Director/CEO shall also receive any COLA increases approved by the Board and applied to the administrative salary schedule during the term of the contract.

3.2 Additional Adopted Salary Increases

The Executive Director/CEO shall receive such annual increases in salary as may be agreed to by the Executive Director/CEO and the Board and also included in this agreement, subject to Section 13.6 of this Agreement. In addition, the Board may agree to provide the Executive Director/CEO with additional increases in the Board's sole discretion. In accordance with Government Code Section 3511.2(a), any additional pay or step increase resulting from the extension of this Agreement following a satisfactory evaluation as provided under Section 1 of this Agreement shall require the express approval of the Board at a regularly scheduled board meeting.

Actual salary placement during the term of the contract, may be adjusted in response to Charter School's funding level or fiscal health. Any salary adjustment will be discussed between the Executive Director/CEO and the Board. Final determination of salary placement will be at the sole discretion of the Board of Directors to most closely align with any changes determined for all staff.

3.3 Masters and Doctoral Remuneration in Addition to Salary

In recognition of his/her Masters Degree and earned Doctorate from an accredited university, the Executive Director/CEO shall also receive annual increments of \$2,000 for the Masters Degree. These increments shall be considered salary for tax purposes and will be paid on a prorated monthly basis. Compensation for advanced degrees shall serve as part of the base salary for any future salary increases approved by the Board.

It is also agreed and understood between the parties that the Charter School’s contribution of the amounts provided in this Section (or any subsequent modification of these amounts per said purpose) shall be reported to STRS as “creditable compensation” for purposes of Education Code Sections 22119.2(a) and (a)(5).

4. EXPENSE ALLOWANCES

4.1 Expense Reimbursement The Executive Director/CEO shall be reimbursed for actual and necessary expenses that are naturally incurred as the Executive Director/CEO conducts the Charter School’s Business. The Executive Director/CEO shall submit all expense claims with documentation on a monthly basis.

4.2 Travel Expenses

The Executive Director/CEO shall be reimbursed for travel expenses in accordance with Charter School policies and procedures.

4.3 Cell Phone Allowance

The Executive Director/CEO shall receive a monthly cell phone /internet allowance of \$50.00. This allowance shall not be reported as STRS creditable compensation.

5. CHARTER SCHOOL PROVIDED TECHNOLOGY DEVICES

The Charter School shall provide the Executive Director/CEO with appropriate technology including a laptop, tablet, smartphone and other technology devices that might be needed that assist the Executive Director/CEO in his/her duties. The Charter School shall pay all costs associated with the use and maintenance of all technology devices. The Executive Director/CEO shall use all technology in accordance with the Charter School’s policies and legal requirements. The Executive Director/CEO agrees to sign all technology use agreements or other forms that are required of other Charter School employees. All Charter School business conducted on these technology devices shall be made available at the Charter School’s request.

6. WORK DAYS/PAID VACATION DAYS/HOLIDAYS

Work Days - Positive Work Year

The Executive Director/CEO’s work year shall be 220/225 days exclusive of holidays provided to the other certificated employees of the Charter School. To determine the Executive Director/CEO’s daily rate, the Executive Director/CEO’s annual base salary shall be divided by her work days. The Executive Director/CEO may choose to work five (5) additional days each year of this agreement and be paid at her current daily rate with all necessary contributions being deducted. Any work days beyond these five (5) shall be with the approval of the board.

7. HEALTH BENEFITS

The Executive Director/CEO, her spouse, and dependents shall be eligible to participate in the Charter School’s health, vision and dental insurance plans. The Charter School shall provide the Executive Director/CEO the same contribution towards benefit premium as all staff.

8. LIFE INSURANCE

The Charter School shall provide the Executive Director/CEO with a basic life insurance policy equivalent to the coverage provided to all staff.

9. PROFESSIONAL ASSOCIATION DUES/SERVICE CLUB EXPENSES

Charter School shall pay the Executive Director/CEO's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA) and such other professional associations as the Executive Director/CEO may participate in. Charter School shall reimburse the Executive Director/CEO for all reasonable expenses incurred by her in connection with Charter School business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Executive Director/CEO. The Charter School shall also pay on behalf of the Executive Director/CEO expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Executive Director/CEO's judgment relate to the benefit and welfare of the Charter School.

10. INTERNAL REVENUE CODE (IRC) BENEFITS

The Charter School shall throughout the Term of this Agreement provide a plan qualifying under the provisions of Internal Revenue Code Section 125 allowing the Executive Director/CEO to choose among various benefit programs made available by the Charter School. The Executive Director/CEO shall be entitled immediately to participate in such a plan upon commencing employment with the Charter School. The Executive Director/CEO may elect under the plan to have a portion of his/her wages applied by the Charter School toward the cost of one or more of the benefits made available by the Charter School which include the following benefits: Health Savings and Dependent Care accounts

The Executive Director/CEO shall submit an election form to the Charter School specifying which benefits she shall participate in under the plan, in identifying the amount of her salary which will be reduced as a result of such participation. The Executive Director/CEO may revoke a benefit election at any time and file a new election form if both the revocation and the new election are on account of, and consistent with, a change in family status. A change in family status for this purpose includes marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment or new employment of a spouse, and such other events as are specified in the Charter School's Section 125 Plan. The Charter School will at all times cause the plan to be administered consistent with requirements of Section 125 of the Internal Revenue Code.

11. TAX DEFERRED BENEFIT PLAN

The Executive Director/CEO may participate in the tax deferred compensation plans of the Charter School. The Executive Director/CEO will not be eligible for any employer matching contribution.

12. PROFESSIONAL GROWTH OF THE Executive Director/CEO

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Executive Director/CEO. The Board is willing to support the Executive Director/CEO's professional growth and will be responsible for the expenses involved in such activities as part of the mutually agreed upon annual goals of the Executive Director/CEO.

13. EVALUATION OF THE Executive Director/CEO**16.1 Goals and Objectives**

The Board and Executive Director/CEO shall annually develop and agree upon performance goals and

objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Executive Director/CEO. By September 30 of each school year, the Board and the Executive Director/CEO shall meet and agree upon objectives for evaluation. The evaluation will be completed no later than May 31 of each year of the Agreement.

13.2 Schedule Board Meeting

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Executive Director/CEO and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Executive Director/CEO. Such a meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. After reviewing the performance of the Executive Director/CEO based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Executive Director/CEO in writing whether the Executive Director/CEO has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

13.3 Majority of Board

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Executive Director/CEO's performance as satisfactory in individual evaluations prepared by such Board members. The minority opinion will not be included in the final evaluation.

13.4 Deadline

The Board will provide a formal evaluation of the Executive Director/CEO's performance at least once annually, at the regular board meeting held in May of each year, unless an alternate schedule is agreed upon between the Board and the Executive Director/CEO. If the Board's evaluation of the Executive Director/CEO is not completed by July 1 of any year under this Agreement, the performance will be deemed satisfactory, and the Executive Director/CEO shall be entitled to retroactive application of any additional salary increase and contract extension to which the Executive Director/CEO is entitled to under, Sections 1 Term and 3.2 Salary, of this Agreement.

13.5 Mutually Agreed Format

The Board and the Executive Director/CEO shall agree upon a written evaluation format which shall be used during the Term.

13.6 Impact of Satisfactory Evaluation

If the Executive Director/CEO receives a satisfactory evaluation, she shall be entitled to an additional annual increase in salary as specified in Section 3.1 of this Agreement. She shall also receive a one-year extension to the term of the Agreement. Both the salary increase and the one year extension of the Term shall be approved at a regularly scheduled board meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Executive Director/CEO's current salary and term of the Agreement.

13.7 Unsatisfactory Evaluation

If the Board concludes that the Executive Director/CEO's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Executive Director/CEO that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

13.8 Confidentiality

The Board, unless otherwise agreed to in writing with the Executive Director/CEO, shall maintain

14. OUTSIDE PROFESSIONAL ACTIVITIES

The Executive Director/CEO may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Executive Director/CEO's discretion. Any such activities which require the Executive Director/CEO to be absent from the Charter School for more than three (3) consecutive full working days, the Executive Director/CEO shall notify the Board President. Any compensation received by the Executive Director/CEO for these outside professional activities shall be remitted to the District unless such activities are completed on the Executive Director/CEO's non-work days or time.

15. TERMINATION

15.1 The Executive Director/CEO may terminate her obligations under this Agreement by giving the Charter School at least sixty (60) days written notice.

15.2 This Agreement shall terminate upon the occurrence of any of the following events:

15.2.1 Whenever the Executive Director/CEO and the Charter School shall mutually agree to termination in writing

15.2.2 The Executive Director/CEO has been unable to perform all or substantially all of the Executive Director/CEO's duties due to illness or other disability for a period of six (6) consecutive months, and it is medically determined that the Executive Director/CEO is permanently disabled from performing all or substantially all of the duties of the Executive Director/CEO. Following the leave of absence, the Board may require that the Executive Director/CEO undergo a comprehensive medical examination in accordance with the provisions of Section 7 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Executive Director/CEO that the Board is exercising its right to an examination as provided in this Section. If the Executive Director/CEO wishes to do so, she may, within one week of said examination, submit a separate report made by a physician chosen by the Executive Director/CEO and concerning all or part of the matters covered in said comprehensive medical examination.

15.2.3 Upon the death of the Executive Director/CEO

15.3 Termination for Cause

The Board may terminate the Executive Director/CEO for just cause for one or more of the following reasons:

1. Substantial failure, refusal or incapable of performing contractual duties
2. Gross incompetence or unprofessional conduct
3. Severe error in actions or judgment that caused financial or reputational harm to the organization
4. Theft or intentional dishonesty
5. Knowingly committed an unequivocally illegal act
6. Unsatisfactory performance evaluation of mutually agreed to performance standards of the majority of the Board
7. Suspension or revocation of any credential held by the Executive Director/CEO.

Termination for just cause means the employer has proven the allegation(s) to the satisfaction of the Board, the allegation(s) goes to the heart of the employment contract, and the employer asserts the allegation(s) is severe enough that the employment relationship cannot be repaired.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Executive Director/CEO. If the Executive Director/CEO disputes the cause, the Executive Director/CEO shall then be entitled to a conference before the Board in closed session. The Executive Director/CEO shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Executive Director/CEO shall have the right to have counsel attend at his/her own expense.

15.4 Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Executive Director/CEO. If the Board elects the option to terminate this Agreement without cause, then the Executive Director/CEO shall receive the lesser of the Executive Director/CEO's regular salary for twelve (12) months, or the remainder of her contract, and shall additionally be entitled to continue to have access to the Charter School's medical, dental, vision and life plans and be entitled to the employer health insurance benefits premium contribution that the Executive Director/CEO has elected for the same period of time unless both parties have agreed to another format for compensating the Executive Director/CEO's twelve month salary and benefits.

16. ABUSE OF OFFICE

Pursuant to Government Code 53243.2, any funds received by the Executive Director/CEO from the Charter School as a buyout, resulting from the Board's decision to terminate the CEO/Executive Director without cause, shall be fully reimbursed to the Charter School if the Executive Director/CEO is convicted of a crime involving the abuse of her powers of office. If the Charter School funds the criminal defense of the Executive Director/CEO against charges involving the abuse of her office or position, and the Executive Director/CEO is then convicted of those charges, the Executive Director/CEO shall fully reimburse the Charter School for all Charter School funds paid for the Executive Director/CEO's criminal defense.

17. DELIVERY OF NOTICES

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Executive Director/CEO:

3 Taffeta Lane
Ladera Ranch, CA 92694

CHARTER SCHOOL:

1 Technology Drive, I-811
Irvine, CA 92618

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

18. CONFLICT OF LAWS

This Agreement shall be governed by the laws of the State of California.

19. INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

20. SEVERABILITY

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

21. MODIFICATION

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

22. CONSTRUCTION OF AGREEMENT

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

23. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

24. HEADINGS

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

25. ATTORNEY FEES

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

26. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

27. ASSIGNMENT

Since this Agreement is for the employment of the Executive Director/CEO and the Executive

Director/CEO's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

29. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the Charter School shall defend the Executive Director/CEO from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director/CEO in Executive Director/CEO's individual capacity, or official capacity as an agent and employee of the Charter School, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Executive Director/CEO was acting within the scope of employment.

Upon retirement or separation from the Charter School, the Executive Director/CEO will continue to be indemnified for any actions taken against her related to her role as the Executive Director/CEO.

30. ARBITRATION

The parties to this Agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph.

Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and regulations are inconsistent with the provisions of Section 20 of this document. All arbitration proceedings hereunder shall be conducted in Orange County California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants and conditions of this Agreement. If the parties to the dispute agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties to the dispute do not so agree, they shall request JAMS to provide a list of three (3) potential arbitrators, each party shall notify JAMS of one (1) of the potential arbitrators on the list who is not acceptable to such party, and the potential arbitrator on the list who is not identified by the parties as unacceptable shall be the arbitrator who will conduct the arbitration.

Each party to the dispute reserves the right to object to any individual arbitrator who is employed by or affiliated with another party.

The parties to the dispute shall have the right to conduct discovery as specified for up to one month. Such discovery shall include the right to take depositions and subpoena witnesses.

At the request of the Executive Director/CEO, arbitration proceedings shall be conducted in the utmost confidentiality. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality under seal, available for the inspection only of the parties to the dispute and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known. The arbitrator shall issue a written opinion of the arbitrator's findings of fact and conclusions of law.

The arbitrator shall be able to decree any and all relief of an equitable nature, including, without limitation, such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys' fees. The decrees or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representative shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Costs and expenses of arbitration shall be borne by the Charter School.

31. SAFETY

In the event of public controversy or threats, if the Board or the Executive Director/CEO deems it necessary, the Board will at the Charter School expense provide appropriate security measures for the safety of the Executive Director/CEO and Executive Director/CEO's family.

IN WITNESS WHEREOF, this Agreement has been executed this day 16 of June 2022. EXCEL ACADEMY CHARTER SCHOOLS

William Hall, President By: _____ Dated: 6/18/2022

Michael Humphrey, Vice President By: _____ Dated: 6/21/2022

Steve Fraire, Clerk By: _____ Dated: 6/17/2022

Susan Houle, Member By: _____ Dated: 6/16/2022

Larry Alvarado, Member By: _____ Dated: 6/16/2022

Heidi Gasca, Executive Director/CEO

Signature: _____ Dated: 6/17/2022

APPENDIX A: SALARY SCHEDULE

(See attached Certificated Management 225 Salary Schedule)

APPENDIX B: JOB DESCRIPTION

(See attached Executive Director/CEO Job Description)



EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of June 16, 2022, by and between the Excel Academy (Charter School), a public school of the State of California ("Charter School") and Heidi Gasca, an individual referred to herein as "Executive Director/CEO."

WHEREAS, the Board of Directors ("Board") desires to employ the Executive Director/CEO as the Executive Director/CEO of the Charter School, and the Executive Director/CEO desires to accept employment as the Executive Director/CEO of Charter School upon the terms and conditions hereinafter set forth in this Agreement;

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The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Executive Director/CEO for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

2.7 Board/Executive Director/CEO Facilitator

In addition to directing all complaints/criticisms/suggestions concerning the Charter School or any of its personnel directly to the Executive Director/CEO as set forth above, the Board agrees that it shall work with the Executive Director/CEO in a spirit of cooperation and teamwork, and shall provide her with periodic opportunities to discuss Board/Executive Director/CEO relationships. Whenever it is deemed desirable by either a majority of the Board of Directors, or by the Executive Director/CEO, an outside advisor will be mutually selected by the Board and the Executive Director/CEO, and shall be paid for by Charter School, to facilitate discussion of the relationships of the Board and the Executive Director/CEO, in advancement of the best interests of the Charter School.

2.8 Board/Executive Director/CEO Relations

The Board recognizes that it is a collective body and each Board member recognizes that their authority as a Board member is derived from collective deliberation and action of the Board as a whole in a duly constituted meeting. It is understood that the Executive Director/CEO takes direction from the Board as a whole and not from individual Board members. Individual Board members will not give

directions to the Executive Director/CEO or any staff member regarding the management of the Charter School or the solutions for specific problems. Pursuant to Board protocols and Bylaws, the Board will refer criticisms, complaints and suggestions brought to the attention of the Board, or any member thereof, to the Executive Director/CEO. It is the Executive Director/CEO's responsibility to share with the President of the Board any significant item brought to her by an individual Board member.

2.9 Assigned Other Duties

This is an agreement for the performance of professional services as Executive Director/CEO of the Charter School. In recognition of the purposes of this Agreement, the Executive Director/CEO shall not be assigned to any other position or have her duties assigned to others without the Executive Director/CEO's consent. No policy or bylaw of the Charter School shall diminish the Executive Director/CEO's statutory or contractual authority. All duties assigned to the Executive Director/CEO by the Board shall be appropriate to and consistent with the professional role and responsibility of the Executive Director/CEO. The Executive Director/CEO shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Executive Director/CEO's position and necessary for the adequate performance of her duties.

OBLIGATIONS OF THE CHARTER SCHOOL

The Charter School shall provide the Executive Director/CEO with the compensation, incentives, benefits, technology and business expense reimbursements specified in this Agreement.

3. SALARY

3.1 Base Salary and Board Adopted Salary Schedule

Having the goal of providing the Executive Director/CEO with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated personnel, the Executive Director/CEO shall be placed on the appropriate step of a Board adopted Salary Schedule. Based on this information, the Charter School shall pay the Executive Director/CEO an annual salary of \$197,923. The percentage step increases on the salary schedule shall be aligned with other Administrative Salary Schedules adopted by the Charter School. The Executive Director/CEO shall receive a step increase beginning on July 1 each year of the Agreement. The Executive Director/CEO shall also receive any COLA increases approved by the Board and applied to the administrative salary schedule during the term of the contract.

~~The CEO/Executive Director shall receive such annual increases in salary as may be agreed to by the CEO/Executive Director and the Board and also included in this agreement. The annual salary shall be \$194,073.56 for the second year of the agreement. The Board may agree to provide the CEO/Executive Director with additional increases in the Board's sole discretion.~~

3.2 Additional Board Adopted Salary Increases Schedule

~~The Executive Director/CEO shall receive such annual increases in salary as may be agreed to by the Executive Director/CEO and the Board and also included in this agreement, subject to Section 13.6 of this Agreement. In addition, the Board may agree to provide the Executive Director/CEO with additional increases in the Board's sole discretion. Having the goal of providing the CEO/Executive Director with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated~~

~~personnel, the CEO/Executive Director shall be placed on the appropriate step of a Board adopted Salary Schedule. The percentage step increases on the salary schedule shall be aligned with other certificated personnel salary schedules adopted by the Charter School. The CEO/Executive Director shall receive a step increase beginning on July 1 each year of the Agreement.~~ In accordance with Government Code Section 3511.2(a), any additional pay or additional step increase resulting from the extension of this Agreement following a satisfactory evaluation as provided under Section 1 of this Agreement shall require the express approval of the Board at a regularly scheduled board meeting.

~~The CEO/Executive Director shall review all policies under consideration by the Board and make appropriate recommendations to the Board.~~

Actual salary placement during the term of the contract, may be adjusted in response to Charter School’s funding level or fiscal health. Any salary adjustment will be discussed between the Executive Director/CEO and the Board. Final determination of salary placement will be at the sole discretion of the Board of Directors to most closely align with any changes determined for all staff.

3.3 Masters and Doctoral Remuneration in Addition to Salary

In recognition of his/her Masters Degree and earned Doctorate from an accredited university, the Executive Director/CEO shall also receive annual increments of \$2,000 for the Masters Degree. These increments shall be considered salary for tax purposes and will be paid on a prorated monthly basis. Compensation for advanced degrees shall serve as part of the base salary for any future salary increases approved by the Board.

It is also agreed and understood between the parties that the Charter School’s contribution of the amounts provided in this Section (or any subsequent modification of these amounts per said purpose) shall be reported to STRS as “creditable compensation” for purposes of Education Code Sections 22119.2(a) and (a)(5).

4. EXPENSE ALLOWANCES

4.1 Expense Reimbursement The Executive Director/CEO shall be reimbursed for actual and necessary expenses that are naturally incurred as the Executive Director/CEO conducts the Charter School’s Business. The Executive Director/CEO shall submit all expense claims with documentation on a monthly basis.

4.2 Travel Expenses

The Executive Director/CEO shall be reimbursed for travel expenses in accordance with Charter School policies and procedures.

4.3 Cell Phone Allowance

The Executive Director/CEO shall receive a monthly cell phone /internet allowance of \$50.00. This allowance shall not be reported as STRS creditable compensation.

5. CHARTER SCHOOL PROVIDED TECHNOLOGY DEVICES

The Charter School shall provide the Executive Director/CEO with appropriate technology including a laptop, tablet, smartphone and other technology devices that might be needed that assist the Executive Director/CEO in his/her duties. The Charter School shall pay all costs associated with the use and maintenance of all technology devices. The Executive Director/CEO shall use all technology in accordance with the Charter School’s policies and legal requirements. The Executive Director/CEO agrees to sign all technology use agreements or other forms that are required of other Charter School employees. All Charter School business conducted on these technology devices shall be made available at the Charter School’s request.

6. WORK DAYS/PAID VACATION DAYS/HOLIDAYS

Work Days - Positive Work Year

The Executive Director/CEO's work year shall be 220/225 days exclusive of holidays provided to the other certificated employees of the Charter School. To determine the Executive Director/CEO's daily rate, the Executive Director/CEO's annual base salary shall be divided by her work days. The Executive Director/CEO may choose to work five (5) additional days each year of this agreement and be paid at her current daily rate with all necessary contributions being deducted. Any work days beyond these five (5) shall be with the approval of the board.

7. HEALTH BENEFITS

The Executive Director/CEO, her spouse, and dependents shall be eligible to participate in the Charter School's health, vision and dental insurance plans. The Charter School shall provide the Executive Director/CEO the same contribution towards benefit premium as all staff.

8. LIFE INSURANCE

The Charter School shall provide the Executive Director/CEO with a basic life insurance policy equivalent to the coverage provided to all staff.

9. PROFESSIONAL ASSOCIATION DUES/SERVICE CLUB EXPENSES

Charter School shall pay the Executive Director/CEO's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA) and such other professional associations as the Executive Director/CEO may participate in. Charter School shall reimburse the Executive Director/CEO for all reasonable expenses incurred by her in connection with Charter School business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Executive Director/CEO. The Charter School shall also pay on behalf of the Executive Director/CEO expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Executive Director/CEO's judgment relate to the benefit and welfare of the Charter School.

10. INTERNAL REVENUE CODE (IRC) BENEFITS

The Charter School shall throughout the Term of this Agreement provide a plan qualifying under the provisions of Internal Revenue Code Section 125 allowing the Executive Director/CEO to choose among various benefit programs made available by the Charter School. The Executive Director/CEO shall be entitled immediately to participate in such a plan upon commencing employment with the Charter School. The Executive Director/CEO may elect under the plan to have a portion of his/her wages applied by the Charter School toward the cost of one or more of the benefits made available by the Charter School which include the following benefits: Health Savings and Dependent Care accounts

The Executive Director/CEO shall submit an election form to the Charter School specifying which benefits she shall participate in under the plan, in identifying the amount of her salary which will be reduced as a result of such participation. The Executive Director/CEO may revoke a benefit election at any time and file a new election form if both the revocation and the new election are on account of, and consistent with, a change in family status. A change in family status for this purpose includes marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment or new employment of a spouse, and such other events as are specified in the Charter School's Section 125 Plan. The Charter School will at all times cause the plan to be administered consistent with requirements of Section 125 of the Internal Revenue Code.

11. TAX DEFERRED BENEFIT PLAN

The Executive Director/CEO may participate in the tax deferred compensation plans of the Charter School. The Executive Director/CEO will not be eligible for any employer matching contribution.

12. PROFESSIONAL GROWTH OF THE Executive Director/CEO

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Executive Director/CEO. The Board is willing to support the Executive Director/CEO's professional growth and will be responsible for the expenses involved in such activities as part of the mutually agreed upon annual goals of the Executive Director/CEO.

13. EVALUATION OF THE Executive Director/CEO

13.1 Goals and Objectives

The Board and Executive Director/CEO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Executive Director/CEO. By September 30 of each school year, the Board and the Executive Director/CEO shall meet and agree upon objectives for evaluation. The evaluation will be completed no later than May 31 of each year of the Agreement.

13.2 Schedule Board Meeting

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Executive Director/CEO and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Executive Director/CEO. Such a meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. After reviewing the performance of the Executive Director/CEO based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Executive Director/CEO in writing whether the Executive Director/CEO has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

13.3 Majority of Board

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Executive Director/CEO's performance as satisfactory in individual evaluations prepared by such Board members. The minority opinion will not be included in the final evaluation.

13.4 Deadline

The Board will provide a formal evaluation of the Executive Director/CEO's performance at least once annually, at the regular board meeting held in May of each year, unless an alternate schedule is agreed upon between the Board and the Executive Director/CEO. If the Board's evaluation of the Executive Director/CEO is not completed by July 1 of any year under this Agreement, the performance will be deemed satisfactory, and the Executive Director/CEO shall be entitled to retroactive application of **any additional** ~~the~~ salary increase and contract extension to which the Executive Director/CEO is entitled to under, Sections 1 Term and 3.2+ Salary, of this Agreement.

13.5 Mutually Agreed Format

The Board and the Executive Director/CEO shall agree upon a written evaluation format which shall be used during the Term.

13.6 Impact of Satisfactory Evaluation

If the Executive Director/CEO receives a satisfactory evaluation, she shall be entitled to an **additional** annual increase in salary as specified in Section 3.1 of this Agreement. She shall also receive a one-year extension to the term of the Agreement. Both the salary increase and the one year extension of the Term shall be approved at a regularly scheduled board meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Executive Director/CEO's current salary and term of the Agreement.

13.7 Unsatisfactory Evaluation

If the Board concludes that the Executive Director/CEO's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Executive Director/CEO that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

13.8 Confidentiality

The Board, unless otherwise agreed to in writing with the Executive Director/CEO, shall maintain confidentiality concerning the contents of any evaluation. A copy of each final evaluation will be provided to the Executive Director/CEO.

14. OUTSIDE PROFESSIONAL ACTIVITIES

The Executive Director/CEO may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Executive Director/CEO's discretion. Any such activities which require the Executive Director/CEO to be absent from the Charter School for more than three (3) consecutive full working days, the Executive Director/CEO shall notify the Board President. Any compensation received by the Executive Director/CEO for these outside professional activities shall be remitted to the District unless such activities are completed on the Executive Director/CEO's non-work days or time.

15. TERMINATION

15.1 The Executive Director/CEO may terminate her obligations under this Agreement by giving the Charter School at least sixty (60) days written notice.

15.2 This Agreement shall terminate upon the occurrence of any of the following events:

15.2.1 Whenever the Executive Director/CEO and the Charter School shall mutually agree to termination in writing

15.2.2 The Executive Director/CEO has been unable to perform all or substantially all of the Executive Director/CEO's duties due to illness or other disability for a period of six (6) consecutive months, and it is medically determined that the Executive Director/CEO is permanently disabled from performing all or substantially all of the duties of the Executive Director/CEO. Following the leave of absence, the Board may require that the Executive Director/CEO undergo a comprehensive medical examination in accordance with the provisions of Section 7 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Executive Director/CEO that the Board is exercising its right to an examination as provided in this Section. If the Executive Director/CEO wishes to do so, she may, within one week of said examination, submit a separate report made by a physician chosen by the Executive Director/CEO and concerning all or part of the matters covered in said comprehensive medical examination.

15.2.3 Upon the death of the Executive Director/CEO

15.3 Termination for Cause

The Board may terminate the Executive Director/CEO for just cause for one or more of the following reasons:

1. Substantial failure, refusal or incapable of performing contractual duties
2. Gross incompetence or unprofessional conduct
3. Severe error in actions or judgment that caused financial or reputational harm to the organization
4. Theft or intentional dishonesty
5. Knowingly committed an unequivocally illegal act
6. Unsatisfactory performance evaluation of mutually agreed to performance standards of the majority of the Board
7. Suspension or revocation of any credential held by the Executive Director/CEO.

Termination for just cause means the employer has proven the allegation(s) to the satisfaction of the Board, the allegation(s) goes to the heart of the employment contract, and the employer asserts the allegation(s) is severe enough that the employment relationship cannot be repaired.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Executive Director/CEO. If the Executive Director/CEO disputes the cause, the Executive Director/CEO shall then be entitled to a conference before the Board in closed session. The Executive Director/CEO shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Executive Director/CEO shall have the right to have counsel attend at his/her own expense.

15.4 Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Executive Director/CEO. If the Board elects the option to terminate this Agreement without cause, then the Executive Director/CEO shall receive the lesser of the Executive Director/CEO's regular salary for twelve (12) months, or the remainder of her contract, and shall additionally be entitled to continue to have access to the Charter School's medical, dental, vision and life plans and be entitled to the employer health insurance benefits premium contribution that the Executive Director/CEO has elected for the same period of time unless both parties have agreed to another format for compensating the Executive Director/CEO's twelve month salary and benefits.

16. ABUSE OF OFFICE

Pursuant to Government Code 53243.2, any funds received by the Executive Director/CEO from the Charter School as a buyout, resulting from the Board's decision to terminate the CEO/Executive Director without cause, shall be fully reimbursed to the Charter School if the Executive Director/CEO is convicted of a crime involving the abuse of her powers of office. If the Charter School funds the criminal defense of the Executive Director/CEO against charges involving the abuse of her office or position, and the Executive Director/CEO is then convicted of those charges, the Executive Director/CEO shall fully reimburse the Charter School for all Charter School funds paid for the Executive Director/CEO's criminal defense.

17. DELIVERY OF NOTICES

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Executive Director/CEO:

3 Taffeta Lane
Ladera Ranch, CA 92694

CHARTER SCHOOL:

1 Technology Drive, I-811
Irvine, CA 92618

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

18. CONFLICT OF LAWS

This Agreement shall be governed by the laws of the State of California.

19. INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

20. SEVERABILITY

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

21. MODIFICATION

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

22. CONSTRUCTION OF AGREEMENT

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

23. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

24. HEADINGS

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

25. ATTORNEY FEES

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

26. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

27. ASSIGNMENT

Since this Agreement is for the employment of the Executive Director/CEO and the Executive Director/CEO's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

29. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the Charter School shall defend the Executive Director/CEO from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director/CEO in Executive Director/CEO's individual capacity, or official capacity as an agent and employee of the Charter School, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Executive Director/CEO was acting within the scope of employment.

Upon retirement or separation from the Charter School, the Executive Director/CEO will continue to be indemnified for any actions taken against her related to her role as the Executive Director/CEO.

30. ARBITRATION

The parties to this Agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph.

Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and regulations are inconsistent with the provisions of Section 20 of this document. All arbitration proceedings hereunder shall be conducted in Orange County California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants and conditions of this Agreement. If the parties to the dispute agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties to the

dispute do not agree, they shall request JAMS to provide a list of three (3) potential arbitrators, each party shall notify JAMS of one (1) of the potential arbitrators on the list who is not acceptable to such party, and the potential arbitrator on the list who is not identified by the parties as unacceptable shall be the arbitrator who will conduct the arbitration.

Each party to the dispute reserves the right to object to any individual arbitrator who is employed by or affiliated with another party.

The parties to the dispute shall have the right to conduct discovery as specified for up to one month. Such discovery shall include the right to take depositions and subpoena witnesses.

At the request of the Executive Director/CEO, arbitration proceedings shall be conducted in the utmost confidentiality. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality under seal, available for the inspection only of the parties to the dispute and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known. The arbitrator shall issue a written opinion of the arbitrator's findings of fact and conclusions of law.

The arbitrator shall be able to decree any and all relief of an equitable nature, including, without limitation, such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys' fees. The decrees or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representative shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Costs and expenses of arbitration shall be borne by the Charter School.

31. SAFETY

In the event of public controversy or threats, if the Board or the Executive Director/CEO deems it necessary, the Board will at the Charter School expense provide appropriate security measures for the safety of the Executive Director/CEO and Executive Director/CEO's family.

IN WITNESS WHEREOF, this Agreement has been executed this day 16 of June 2022. EXCEL ACADEMY CHARTER SCHOOLS

William Hall, President By: _____ Dated: 6/18/2022

Michael Humphrey, Vice President By: _____ Dated: 6/21/2022

Steve Fraire, Clerk By: _____ Dated: 6/17/2022

Susan Houle, Member By: _____ Dated: 6/16/2022

Larry Alvarado, Member By: _____ Dated: 6/16/2022

Heidi Gasca, Executive Director/CEO

Signature: _____ Dated: ^{6/17/2022} _____

APPENDIX A: SALARY SCHEDULE

(See attached Certificated Management 225 Salary Schedule)

APPENDIX B: JOB DESCRIPTION

(See attached Executive Director/CEO Job Description)



Executive Director/CEO Contract Revisions

April 6, 2023



Section 3.1:

Revisions

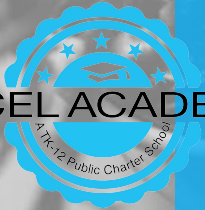
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Section 13.1 Proposed Process & Evaluation Timeline





Section 3.2

Revisions

3.2 ~~Additional Board~~ Adopted Salary ~~Increases~~ Schedule

The Executive Director/CEO shall receive such annual increases in salary as may be agreed to by the Executive Director/CEO and the Board and also included in this agreement, subject to Section 13.6 of this Agreement. In addition, the Board may agree to provide the Executive Director/CEO with additional increases in the Board's sole discretion. ~~Having the goal of providing the CEO/Executive Director with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated personnel, the CEO/Executive Director shall be placed on the appropriate step of a Board adopted Salary Schedule. The percentage step increases on the salary schedule shall be aligned with other certificated personnel salary schedules adopted by the Charter School. The CEO/Executive Director shall receive a step increase beginning on July 1 each year of the Agreement.~~ In accordance with Government Code Section 3511.2(a), any additional pay or **additional** step increase resulting from the extension of this Agreement following a satisfactory evaluation as provided under Section 1 of this Agreement shall require the express approval of the Board at a regularly scheduled board meeting.

~~The CEO/Executive Director shall review all policies under consideration by the Board and make appropriate recommendations to the Board.~~



Section 13.4

Revisions

13.4 Deadline

The Board will provide a formal evaluation of the Executive Director/CEO's performance at least once annually, at the regular board meeting held in May of each year, unless an alternate schedule is agreed upon between the Board and the Executive Director/CEO. If the Board's evaluation of the Executive Director/CEO is not completed by July 1 of any year under this Agreement, the performance will be deemed satisfactory, and the Executive Director/CEO shall be entitled to retroactive application of **any additional** ~~the~~ salary increase and contract extension to which the Executive Director/CEO is entitled to under, Sections 1 Term and 3.2~~±~~ Salary, of this Agreement.

Section 13.6

Revisions

13.6 Impact of Satisfactory Evaluation

If the Executive Director/CEO receives a satisfactory evaluation, she shall be entitled to an **additional** annual increase in salary as specified in Section 3.1 of this Agreement. She shall also receive a one-year extension to the term of the Agreement. Both the salary increase and the one year extension of the Term shall be approved at a regularly scheduled board meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Executive Director/CEO's current salary and term of the Agreement.



Megan Anderson
Assistant Director of Human
Resources



Lauren Hansen
Senior Communications
Coordinator
(Board Governance)

Review of the Job Description & Duties



School-wide Focus

The image shows a vertical graphic for Excel Academy. At the top is the "EXCEL ACADEMY" logo. Below it is a black rounded rectangle with the text "What we are all about:". Underneath are seven white rounded rectangles, each with a blue circle containing a letter and a list of values:

- C** Compassion, Creativity, Collaboration, Challenge, & Confidence.
- H** Helpful, Hands-On, Humility, & Happiness.
- O** Optimism, Options, Opportunities, Ownership, & Others
- I** Independence, Individualization, Inspiration, & Investigation
- C** Child-focused, Curiosity, Critical Thinking, Consideration, & Community
- E** Education, Equity, Enjoyment, Exploration & Empowerment

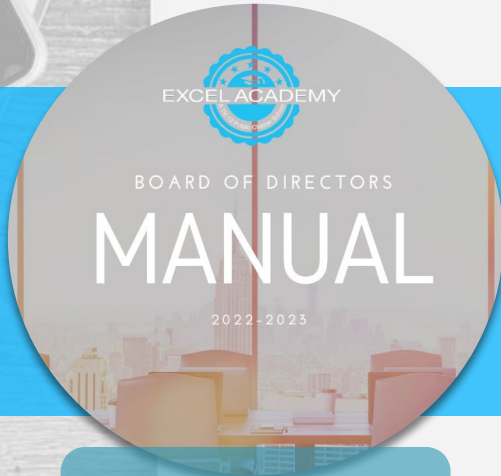
Mission, Vision,
Core Values, and

Powered by BoardOnTrack



Evaluations, Staff
Performance and Faculty
Oversight

Review of the Job Description & Duties



Board Governance



Authorizer Relationships, WASC, LCAP



Budget & Financial Oversight

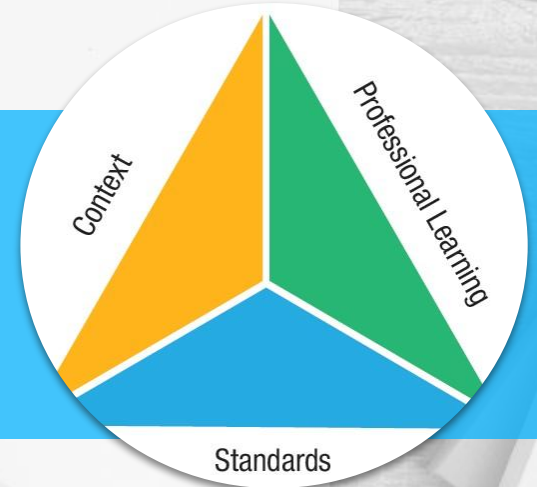
Review of the Job Description & Duties



Professional
Development

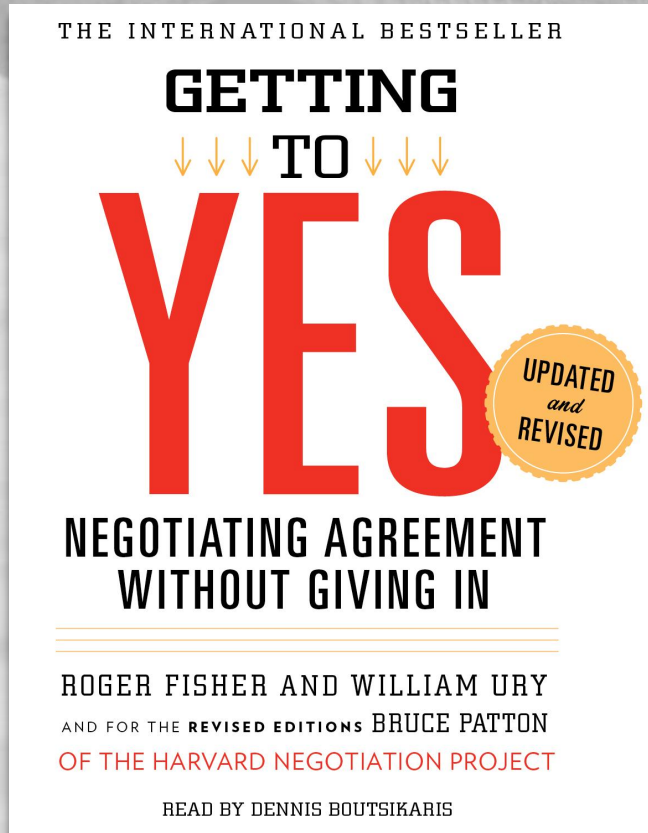


Attendance
Compliance



CPSEs

Professional Development



- Increased focus on working closely with the Assistant Director of Human Resources and Senior Communications Coordinator
- Focus on the review of the FRISK method during the Performance/Evaluation Process
- Diving into Conflict Resolution with a focus on relationships

Coversheet

Executive Director/CEO Evaluation Timeline

Section: IV. Board Study Session
Item: B. Executive Director/CEO Evaluation Timeline
Purpose: Discuss
Submitted by:
Related Material:
Excel Academy Executive Director 2022-23 Annual Goals & Progress (2).pdf



Executive Director/CEO Annual Goal & Progress

Heidi Gasca

September 8, 2022

Proposed Process & Evaluation Timeline



CPSEL Standards

California Professional Standards for Education Leaders



Administrators will be rated on their efficacy in the following CPSEL standards:

Standard 1: Development and Implementation of a Shared Vision

Standard 2: Instructional Leadership

Standard 3: Management and Learning Environment

Standard 4: Family and Community Engagement

Standard 5: Ethics and Integrity

Standard 6: External Context and Policy

Goal #1

I will be continuing my professional development by participating in a Preliminary Administrative Services Credential program via Santa Clara Office of Education which will be completed in June 2023.

CPSEL Standard 2:

Element 2A: Professional Learning Culture

Leaders promote a culture in which staff engage in individual and collective professional learning that results in their continuous improvement and high performance.

CPSEL STANDARD 5:

Ethics and Integrity

Element 5A

Leaders act upon a personal code of ethics that requires continuous reflection and learning.

Goal #2

Beginning in August 2022, I will increase my involvement with board members and taking on a leadership role with numerous areas of board governance up to 100% by June of 2023; therefore, I will empower my executive team members to increase their responsibilities to make leadership decisions which will help them build their capacity and further their leadership skills.

**CPSEL STANDARD: 5
(Ethics and Integrity)**

Element 5B: Ethical
Decision Making

Element 5C: Ethical
Action

**CPSEL STANDARD 6
(External Context and
Policy)**

Element 6A:
Understanding and
Communicating Policy

Element 6C : Policy
Engagement

Goal #3

Align the Excel Academy Charter Schools mission and vision in three different aspects by:

- a) Maintaining strong fiscal health and sustainability with a projected fund balance of 20% and 60 days of cash on hand throughout the 2022-2023 school year.
- b) Furthering the development and the quality of the personalized and virtual paths by developing and assessing clear roles and responsibilities through monthly or quarterly collaboration sessions to measure our success.
- c) Maintaining a retention rate of students of 85% percent following each Learning Period as well as a 90% percent of staff

CPSEL STANDARD: 1

Development and implementation of a shared vision.

Element 1B : Developing a shared vision

Element 1C: Vision Planning and Implementation

CPSEL STANDARD 3

Management and Learning Environment
Element 3C: Climate
Element 3D Fiscal and Human Resources

Board Goals
2022-2023

2022/23 Excel Academy
Charter Schools Executive
Director Evaluation Template

Evaluator Selection

For your consideration:

- A two-person committee
- Another option to consider?



Evaluator Compensation

Evaluator will be paid from
October-June:

- \$450 per month
- Total=\$3,600 x2 evaluators.
- Total Fiscal Impact:
\$7,200

My Leadership Philosophy

My Core Beliefs

Self Reflection

Realignment

Coversheet

Executive Director/CEO Job Description

Section: IV. Board Study Session
Item: C. Executive Director/CEO Job Description
Purpose: Discuss
Submitted by:
Related Material: _CEO_Executive Director-2023_2024.pdf



CEO/Executive Director
Job Description

Reports To:	Board of Directors
FLSA Status:	Exempt
Job Classification:	Administration
Pay Range:	Administrative Schedule
Work Schedule:	225 days/12 months
Location:	Remote Office

POSITION SUMMARY:

The CEO/Executive Director operates under the policy direction of the Board of Directors and in accordance with state and federal laws. The CEO/Executive Director distinguished by its role as the lead administrator within the charter school group for all aspects of the schools' operations. Major areas include ensuring adherence to the charter's mission, objectives, and values; monitoring the charter's financial status and ensuring sound fiscal practices; monitoring student and staff performance, and leading changes in academics and overall instruction as needed; performing community and family outreach to promote the charter schools and to develop rapport to provide student engagement opportunities.

This position reports to the Board of Directors, with responsibility for major projects and charter school initiatives; serves as a liaison, fosters professional networking, and provides regular communication with the Board of Directors and sponsoring district/Local Education Agency (LEA); and recommends actions to the Board of Directors.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience:

- Five or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring
- Five years in independent study administration strongly preferred

Education:

- Bachelor's degree required; advanced degree preferred.
- A valid, current, and appropriate California Administrative Credential. A copy of credential to be provided and kept current through the duration of employment.

Other Qualifications:

CEO/Executive Director Job Description
Board Approval: May 2022

- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test or signed Certificate of Completion dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years
- Valid California Driver's License

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

- The CEO/Executive Director will ensure the charter school's leadership aligns with the California Professional Standards for Education Leaders (CPSEL) in the areas of:
 - Development and Implementation of a Shared Vision
 - Instructional Leadership
 - Management and Learning Environment
 - Family and Community Engagement
 - Ethics and Integrity
 - External Context and Policy

School-wide focus

- Oversees school programs
- Makes administrative decisions necessary for the proper functioning of the schools
- Provides leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance
- Provides leadership to administrative team and staff in determining instructional objectives and in identifying charter needs as the basis for developing long and short-term initiatives for the charter schools
- Continuously develops and expands the educational goals and programs, and informs the Board of Directors of status, progress, and implementation
- As a leader, stays current on educational laws and trends that pertain to the school
- Develops school policies for recommendation to the Board of Directors in alignment with state and federal laws and best practices.
- Prepares ongoing communication and agenda items to inform the Board on all matters pertaining to school operations, academic achievement, and financial aspects of the charter schools.

Mission, Vision, Core Values, and Goal Setting

- Understands and promotes the charter's mission, purposes and objectives to parents, staff, board members, and community
- Builds shared vision among all stakeholders, focusing on the school's mission and identity
- Establishes and maintains a healthy and mutually supportive relationship with the school's partners to advance the mission of the school

Board Governance

- Oversees the preparation of the board agenda items and provides supporting documentation for the board meetings
- Directs the maintenance of all records that are required by law and board policy

*CEO/Executive Director Job Description
Board Approval: May 2022*

- Ensures board policies in alignment with state and federal law that incorporate best practices and are legally compliant
- Apprises the Board of pending and ongoing school operations, financial status, and community engagement

Budget and Financial Oversight

- Oversees school finances to ensure financial stability; maintains up-to-date financial records
- Directs the preparation of the annual budget of the school; ensures frequent and regular budget presentations to the Board of Directors to include relevant facts and pertinent information; ensures adherence to the budget adoption cycle; oversees and directs the administration of the budget after its adoption.
- Identifies the staffing needs of the school based on the budget and ADA and directs the assignment/duties for instructional personnel
- Provides all necessary financial reports as required for proper attendance reporting
- Oversees reimbursements and expenses
- Oversees the processing and submission of required state and federal reports, including LCFF
- Direct the maintenance of all records that are required by law and Cabinet/Board of Directors policy
- Works with the schools' attorney on contracts with contractors/providers, as needed
- Oversees and ensures vendor and ordering processes are followed
- Minimizes financial loss through development and implementation of risk management policies; ensures the school maintains proper insurance coverage, implements safety training, and responds appropriately to claims and complaints.

Evaluations, Staff Performance and Faculty Oversight

- Interviews and recommends employee hiring, promotion, discipline, and/or dismissal
- Supports directors in establishing criteria for performance and evaluation using State standards and guidelines
- Directs the employee evaluation process
- Makes all recommendations for retention, discipline, or dismissal of employees, supported by accurate and adequate records
- Ensures that appropriate evaluation techniques are used for staff
- Maintains professional relationships with the staff, by directing and implementing lines of communication with employees

Professional Development

- Encourages, creates, and supports the professional development of all staff
- Provides support to school's leadership team in planning and executing focused staff development to align with the school's mission, vision, and core values
- Collaborates with members of the leadership team to set professional goals in relationship to the departments served

Develops School

- Keeps informed of current educational philosophy, practices and public policies by visiting other charters, by attending educational conferences and workshops, and reading current professional literature. Keeps the Board of Directors informed of trends in education

*CEO/Executive Director Job Description
Board Approval: May 2022*

- Works with the Board of Directors and school leaders to influence State and federal policies that benefit all students, supports improvement of teaching and learning, and supports school choice.
- Develops a strategic plan for growth and long-term sustainability of the charter schools; prepare, submit, and present charter petitions to authorizing school district boards; ensure compliance with the charter petition requirements and foster ongoing communication with authorizing school district leadership.
- Analyzes and determines opportunities for charter expansion; develops relationships with school district administration and creates opportunities for new charters to be established.
- Establishes and maintains a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Develops new and revised policies for recommendation to the Board of Directors and ensure that all laws, Board policies, procedures and administrative regulations are implemented
- Works with staff to develop the annual school calendar and master schedule
- Directs the preparation of reports showing objectives, plans, programs, and educational accomplishments

Larger Community,, Authorizer, WASC, and LCAP

- Fosters a climate of innovation and collaborative creative problem solving with charter personnel, students, parents, and community
- Completes and submits required documents as requested or required by the charter and/or Cabinet/Board of Directors and/or the District
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- Serves as professional advisor to the Board of Directors, keeping them fully informed on all programs, practices, issues and problems of the charter school; provides them with all information and data for decision making. When recommendations are requested or offered, the Superintendent will provide rationale for the recommendation
- Promotes and publishes the school in the community, promotes positive public relations and interacts effectively with media
- Secures legal interpretations on all issues pertaining to the school and the operation of the school
- Ensures compliance with all applicable state and federal laws
- Oversees the development of the School Annual Performance Report and the School Accountability Report Card (SARC)
- Oversees the processing and submission of required state and federal reports, including Local Control Accountability Plan (LCAP)
- Oversees school-wide state assessments; promotes participation through positive communication with students and families
- Analyzes student assessment data; develops targeted plans for growth including review of teaching strategies and curriculum; implements professional development as needed
- Oversees and assists in securing local grants
- Oversees and ensures Western Association of School and Colleges (WASC) accreditation
- Serves as liaison between the school and school districts, as needed
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Attendance Compliance

- Takes responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors
- Oversees attendance policies and ensures procedures are followed

*CEO/Executive Director Job Description
Board Approval: May 2022*

- Oversees completion and submission of all necessary financial reports as required for proper attendance reporting

Oversight Responsibilities:

- Supervises and oversees the leadership team and staff

OTHER DUTIES:

- Documents and reports all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Performs other duties as assigned

ABILITIES:

- Develop, implement, and evaluate effective instructional programs
- Analyze school programs, develop and implement solutions, and evaluate success
- Transmit passion for learning to students and families; promote family and community engagement
- Oversee the budget development process and ensure long term sustainability of school finances
- Establish and maintain effective working relationships with and between staff, students, and families and resolve conflict
- Select, train, and evaluate performance of assigned staff
- Plan and implement staff development programs
- Demonstrate flexibility and adaptability in difficult situations and ensure student-focused leadership
- Demonstrate well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner
- Demonstrate strong organizational skills and time management
- Demonstrate openness to differing views and objectives
- Conduct research, participate in professional networks, and monitor legislation to inform decision making for school programs
- Deliver information both orally and in writing in a timely and effective manner
- Maintain confidentiality of sensitive and privileged information.
- Exercise initiative -
 - understands the needs of the school and takes steps toward meeting those needs with little support and guidance
 - prevents problems by planning ahead and anticipating outcomes
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds and promote a culture of inclusion
- Build a culture where students, parents, and teachers feel valued and served

Knowledge:

- State and federal laws, statutes, rules and regulations that pertain to TK-12 public education including general education, special education, and second language learners
- Independent study program requirements, assessment, and accountability
- Public education systems and county and community resources and agencies
- California Content Standards for TK-12 education
- Current practices, research and trends in curriculum, instruction, and assessment
- Methodologies, strategies, and assessment instruments
- Budget preparation, management and controls
- Principles and practices of leadership, management, supervision, and training
- Effective professional development programs
- Computer Literacy: General knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software

PHYSICAL AND ENVIRONMENTAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to operate a computer keyboard and other office equipment
- Seeing to read a variety of materials
- Bending at the waist, kneeling or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance
- Close vision and ability to adjust focus to view text in print materials or electronically

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Primarily indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Hazards:

- Potential physical hazards involved in intervening in altercations and antisocial behavior
- Contact with dissatisfied individuals

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date

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