



## **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into effective as of June 22, 2023, 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, 2023 and terminate on June 30, 2025, 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 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. 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**

### **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 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 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 22 of June 2023. EXCEL ACADEMY CHARTER SCHOOLS

William Hall, President By: \_\_\_\_\_ Dated: \_\_\_\_\_

Michael Humphrey, Vice President By: \_\_\_\_\_ Dated: \_\_\_\_\_

Steve Fraire, Clerk By: \_\_\_\_\_ Dated: \_\_\_\_\_

Susan Houle, Member By: \_\_\_\_\_ Dated: \_\_\_\_\_

Larry Alvarado, Member By: \_\_\_\_\_ Dated: \_\_\_\_\_

Heidi Gasca, Executive Director/CEO

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**APPENDIX A: SALARY SCHEDULE**

(See attached Certificated Management 225 Salary Schedule)

## APPENDIX B: JOB DESCRIPTION

(See attached Executive Director/CEO Job Description)