

EMPLOYMENT AGREEMENT
At-Will (Exempt)

Name (“Employee”): Bill Dobson

In the position of

Title (“Position”): Interim Director and Chief Executive Officer

FLSA Status: Exempt

Classification: Certificated

This Employment Agreement (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Motivated Youth Academy (“Employer”), a California public charter school approved by the Mountain Empire School District (the “District”) and the Employee. The Employer’s administrative offices are located at 500 LaTerraza Blvd. #150 Escondido, CA 92025.

RECITALS

WHEREAS, Employer desires to secure the services of Employee and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee;

WHEREAS, Employee is willing and qualified to perform the job duties of the position and desires to perform such services for the Employer on the terms and conditions set forth in this Agreement; and

WHEREAS, The parties recognize that Employer is/are generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, Employer and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of Employer’s operations, which include, but in no way are limited to, demand and revenue.

NOW THEREFORE, based on the above recitals and Employer’s current anticipated operational needs, and in consideration of the promises and mutual agreements set forth herein, the parties hereto agree as follows:

STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

EMPLOYMENT Employer has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq.

1. Employer has been duly approved by the Board of Education of the authorizing District. Employee understands that Employer is a separate legal entity from the District. The District is not liable for any debts or obligations of Employer, and Employee expressly recognizes that they are being employed by Employer and not the District.
2. Pursuant to California Education Code section 47610, Employer must comply with all of the provisions set forth in its charter, but is otherwise generally exempt from the laws

governing school districts except as specified in the California Charter Schools Act, Employer's Charter or other relevant law.

Employer shall be deemed the exclusive public-school employer of the employees at Employer for purposes of California Government Code section 3540.1.

AGREEMENT

At-Will Employment. Employee's employment with Employer is at-will. This means that either the Employer or Employee may terminate this Agreement and Employee's employment at any time with or without cause and with or without advance notice. Employee is employed on an as needed basis and may also be demoted or disciplined and the terms of employment may be altered at any time, including, but not limited to a change in duties and/or compensation, with or without cause, and with or without advance notice, at the discretion of Employer.

In that regard, Employee further understands that Employer may at any time, in its sole discretion and with or without advance notice or cause, terminate Employee's employment and this Agreement or alter the Employee's duties, compensation and/or other terms or conditions of employment based on impacts to its operations related the COVID-19 global pandemic.

No one other than the Board has the authority to alter this employment at-will relationship, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such alteration or agreement must be in writing and must be approved by the Board. Although a position may be projected for a period of time, such as through the end of a school year, the Employer makes no guarantee of employment and adheres to a strict at-will employment policy.

Duties. Employee will perform the duties set forth on the job description attached as Exhibit A, as well as any tasks reasonably assigned from time to time by Employer in its sole discretion. Employee will at all times perform Employee's duties faithfully, industriously and competently, and with the utmost knowledge, skill and attention to the business of Employer, will use Employee's efforts to promote the success of the Employer, and will cooperate fully in the advancement of Employer's best interests. Employee will not render services in person or by electronic means, paid or unpaid, for any other person or entity during scheduled work hours with Employer or with Employer's equipment or resources, except as expressly authorized in writing by Employer.

- a. **Compliance with Personnel, Board and Other Policies.** Employee shall comply with all Employer policies and procedures including those specified in the Employee Handbook and Board policies, as each may be amended from time to time in Employer's sole discretion. If the terms of this Agreement differ from those in the Employee Handbook, then this Agreement shall prevail.
- b. **Additional Duties.** Such other duties as assigned by the Employer as necessary at the employer's discretion and judgment to effectuate the purposes of this Agreement. The Employee understands that the Employer may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the Employee shall attend any planned Employer events or training.
- c. **Maintenance of Qualifications.** Employee represents that Employee has, and will maintain in good standing throughout the duration of this Agreement, all requirements and qualifications established by Employer for this position. Employee understands that employment is contingent upon verification and maintenance of applicable licensure,

credentials and other legally required qualifications, including but not limited to criminal background clearance from the Bureau of Criminal Identification and Information, Civil Check, and TB testing.

Because of the unique nature of Employer’s independent study programs, employees of Employer should not accept non-Employer employment by parents/guardians of independent study program students, which would include tutoring or assisting such students during non-Employer work hours. Such non-Employer employment may create a real or perceived conflict of interest with the mission and goals of Employer, and therefore such non-Employer employment is discouraged. In all situations, employees of Employer owe a duty of loyalty to Employer pursuant to Cal. Labor Code section 2863 (“An employee who has any business to transact on their own account, similar to that entrusted to the employee by the employer, shall always give the preference to the business of the employer.”).

Work Schedule. Employee’s position is full-time or part-time based on Full-Time Equivalent (“FTE”). At a minimum, Employee is expected to work Monday through Friday during regular business hours, or as modified by Employee’s supervisor. Employer’s business needs require all employees to be flexible in their ability to perform multiple tasks and to accept changes in scheduling and duties. Employee will be provided with a work calendar outlining scheduled work days needed to fulfill all the obligations of this Agreement.

Full Time Equivalent (FTE)	1.0
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Work Year. Subject to the At-Will provision of this Agreement, unless extended by mutual agreement of the parties. Employee’s employment shall commence on the “Assignment Start Date.” The “Assignment End Date” reflects the anticipated ending of the position, but does not provide a guarantee of employment. Employee acknowledges and understands that Employee has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific guaranteed length or agreed upon term of employment.

Assignment Start Date	01-02-2023
Assignment End Date	06-28-2024
Work Year Calendar (days)	220
Work Year Calendar (months)	12

Compensation. Employer will pay the Employee a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to Employee on Employer’s regular paydays, subject to legally required withholdings and deductions and such other

withholdings and deductions authorized by Employee. An exempt employee is paid in equal monthly payments on the 26th of each month. Salaries will be prorated for any Employee who begins after the first day of the work year calendar.

The Board of Directors of the Employer may at any time during any school year increase the salaries of persons employed by the Employer, such increase to be effective on any date ordered by the Board.

The Employer will reimburse mileage expenses at the IRS approved rate per board policy.

Annual Salary	\$141,946.55
Salary Grade/Step	Step 3
Additional Pay/Assignment	N/A
Cell/Internet Stipend	\$600 annually
Education Stipend	determined when received Diploma
Retirement Benefits Eligibility	STRS 403(b) 457(b)
Employer Retirement Contribution	STRS contribution 19.1% + 403(b) per employer policy

Benefits. Employee shall be eligible for all benefits available to Employer’s employees of the same schedule and classification, as such benefits may be amended from time to time in Employer’s sole discretion. For eligible employees, Employer provides the option of a contribution towards the Employee’s medical, dental, and/or vision benefit election(s), or a cash in lieu of medical benefits stipend with proof of alternative health care coverage (such as through the plan of a spouse or parent/guardian).

- a. Should Employee’s benefit election be less than the maximum employer contribution amount, the Employee will not receive the difference in wages.
- b. Employees who elect benefit plans that exceed the total employer contribution amount authorize the employer to make a salary deduction for the difference in the cost of the plan and the employer contribution based on the tier of benefit eligibility.

Exempt (<i>FTE</i>)	Non-Exempt (<i>Hours per Week</i>)	<i>Eligible employees will have the option to choose to enroll in benefits.</i>
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		*Tiered Benefit Stipends <i>(for Health, Dental, and/or Vision)</i>
.75+ FTE	30+ hours	\$1,500/month
.50 - .74 FTE	20-29 hours	\$900/month
.475 FTE or less	19 hours or less	not eligible

Medical Benefits	\$18,000 Annually
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Sick Leave. Employee accrues paid sick leave pursuant to Employer’s policy, which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246. Employee is entitled to minimum requirements for paid sick leave under state law, which provides that the Employee:

- a. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- b. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for:
 - I. Requesting or using accrued sick days;
 - II. Attempting to exercise the right to use accrued paid sick days;
 - III. Filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 - IV. Cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

Sick Leave Accrual	8 hours monthly
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Vacation. Employees accrue or are allocated paid vacation pursuant to the employer’s policy. Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee’s pay stubs.

Vacation Accrual/Allocation	N/A
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Intellectual Property. Ownership. All intellectual property developed by Employer under this Agreement will be owned by Employer including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by Employer under this Contract, absent further agreement with Employee:

- a. That which is developed without use of equipment, supplies, facilities or trade secret information of Employer, and entirely on Employee’s own time, which also (a) does not relate (1) to the business of Employer; (2) to Employer’s actual or demonstrably anticipated research or development; or (b) which does not result from work performed by Employee for Employer (see California Labor Code Section 2870).

Protection. Employer may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.

Cooperation. At Employer’s expense, Employee will cooperate with Employer to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection, and providing testimony in litigation to enforce or defend Employer’s intellectual property rights.

Proprietary Property. Employer’s proprietary property is the personal property of Employer and constitutes confidential trade secrets and curriculum, which comprises the substance of Employer’s business. As part of the consideration for Employee’s employment and the compensation received from Employer, Employee agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of Employer:

- a. Employee shall keep in the strictest confidence and trust all proprietary information.
- b. Employee shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.
- c. Employee shall at all times during employment promptly advise Employer of any knowledge that employee may have of any unauthorized release or use of Employer’s proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of Employer or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to Employer, and (c) that has material economic value or potential material economic value to Employer’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know- how, data, research, techniques, technical data,

and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by Employer.

Confidential Information. All Confidential Information of which Employee has knowledge or to which Employee has access shall be the exclusive property of Employer both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of Employer, except to the extent such use or disclosure is made by reason of Employee's job responsibilities. Employee shall not take any Confidential Information that is in written form, electronic, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with Employer without the prior written consent of Employer. For the purposes of this section, Confidential Information, shall mean all information, data or knowledge regarding Employer, its operations, clients, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, student information, private employee information and benefits information.

Duty to Report Known or Reasonably Suspected Child Abuse. California Penal Code section 11166 requires any child care custodian such as the Employee who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, Employee is certifying that they are a child care custodian and have knowledge of California Penal Code Section 11166 and will comply with its provisions.

Arbitration/Sole Remedy for Breach of Agreement. In the event of any dispute between Employer and Employee concerning any aspect of the employment relationship, including any disputes relating to termination, all such disputes shall be resolved by binding arbitration before a single neutral arbitrator pursuant to the Federal Arbitration Act, as outlined in the Employee Handbook.

General Provisions.

- a. **Successors and Assigns.** The rights and obligations of Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.
- b. **Governing Law.** This Agreement shall be interpreted, construed, governed, and enforced in accordance to the laws of the State of California and venue for any action or arbitration arising from this agreement shall be in San Diego County.
- c. **Amendments.** No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

- d. Separate Terms; Severability. This Agreement is severable, such that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the parties expressly grant to any jurisdictional entity interpreting this Agreement (i.e., arbitrator) the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.
- e. Waiver of Breach. A waiver by either party of a breach of provision or provisions of this Agreement shall not constitute a general waiver, or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.
- f. Entire Agreement. This Agreement, together with the attachments, exhibits and other documents incorporated by reference, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- g. Attorneys Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

By signing below, the employee certifies that the employee has read and understands this agreement and voluntarily enters into this agreement subject to the above terms and conditions.

1. Acceptance of Employment. By signing below, the Employee declares as follows:
 - a. I have read this Agreement and accept employment with Employer on the terms specified herein.
 - b. All information I have provided to Employer related to my employment is true and accurate.
 - c. I have received and reviewed the job description for this position and understand my job duties.
 - d. I have received and reviewed the work year calendar.

This Employment Agreement is subject to approval and ratification by the Board of Directors.

EMPLOYEE APPROVAL:

Employee Signature

EMPLOYER APPROVAL:

Director or Designee

Date