



AIMS K-12 College Prep Charter District

2018-5-15 Board Meeting

Date and Time

Tuesday May 15, 2018 at 6:30 PM PDT

Location

171 12th St. Oakland CA, 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
- Board President, Mr. Steven Leung			
B. Record Attendance and Guests	Vote		2 m
- Roll Call for the directors of the board, and opportunity for introduction of any guest presenters			

	Purpose	Presenter	Time
C. Adoption of Agenda	Vote		2 m
- Board President, Mr. Steven Leung			
D. Public Comment on Non-Agenda Items			10 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
E. Public Comment on Agenda Items			10 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board’s agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
II. Non-Action Items			6:55 PM
A. President's Report	FYI		5 m
- Board President, Mr. Steven Leung			
B. Spring Board Retreat to be Held at AIMS 12th St. Site	FYI		5 m
- Board President, Mr. Steven Leung			
C. Superintendent's Report	FYI		5 m
- Superintendent Woods-Cadiz			
D. Human Resources Report	FYI		5 m
- Director of Human Resources, Mr. Rob Mayfield			

	Purpose	Presenter	Time
E. AIMS K-12 Report	FYI		5 m
<ul style="list-style-type: none"> - Head of School - Mr. Tareyton Russ - Division Heads - Mr. Peter Holmquist, Mr. Maurice Williams, Mr. Christopher Ahmad, & Ms. Erin Oh 			
F. Operations Report	FYI		5 m
<ul style="list-style-type: none"> - Data, Accountability, and Operations Director, Ms. Marisol Magana - Data, Accountability, and Operations Manager, Ms. Tiffany Tung 			
G. Finance Report	FYI		5 m
<ul style="list-style-type: none"> - CSMC School Business Manager, Ms. Adrienne Barnes 			
H. ELD Coordinator Report	FYI		5 m
<ul style="list-style-type: none"> - ELD Coordinator, Ms. Vannee Chand 			
III. Action Items			7:35 PM
A. Consent Calendar	Vote		5 m
<ol style="list-style-type: none"> 1. Personnel Report <ul style="list-style-type: none"> - Director of Human Resources, Mr. Rob Mayfield 2. Approval Board Meeting Minutes for <ul style="list-style-type: none"> - Secretary to the Board of Directors, Mr. Joe Schickman 3. 1/3 Projected SPED Invoice <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 4. 1% Oversight Fee <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 5. CSMC June Invoice <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 6. Nob Hill Catering Invoice for April <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 7. Fagen Friedman & Fullfrost Invoice for March <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 8. Young Minney & Corr. Invoice for May <ul style="list-style-type: none"> - CBO, Ms. Susan Schickman 			

	Purpose	Presenter	Time
B. Discussion and Possible Action Regarding Approval of the Superintendent's Contract - Board President, Mr. Steven Leung	Vote		5 m
C. Discussion and Possible Action Regarding Approval of Certificated, Classified, and Administrated Contracts - Director of Human Resources, Mr. Rob Mayfield	Vote		5 m
D. Discussion and Possible Action Regarding Approval of AIPHS Lunch Program RFP - Data, Accountability, and Operations Manager, Ms. Tiffany Tung	Vote		5 m
E. Discussion and Possible Action Regarding Approval of the AIPCS I, AIPCS II, & AIPHS 2018-2019 Budgets, Subject to Review and Approval by the Finance Committee, to be submitted to OUSD by June 15th - Superintendent Woods-Cadiz	Vote		5 m
F. Discussion and Possible Action Regarding Approval of the AIPCS I, AIPCS II, & AIPHS 2018-2019 LCAPs, Subject to Review and Approval by the Finance Committee, to be Submitted to OUSD - Superintendent Woods-Cadiz	Vote		5 m
G. Discussion and Possible Action Regarding Approval of AIMS Board Resolution for Board Director Service Resulting in a Loss of Income - Board Secretary, Ms. Toni Cook	Vote		5 m
IV. Closed Session			8:10 PM
A. Public Comment on Closed Session Items	FYI		10 m
Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
B. Recess to Closed Session	Discuss		60 m
1. Conference with Legal Counsel – Existing Litigation (54956.9) 1 Case			

	Purpose	Presenter	Time
2.	Conference with Legal Counsel – Anticipated Litigation (54956.9) 1 Case		
3.	Public Employee Performance Evaluation - Superintendent (§ 54957)		
4.	Conference with Real Property Negotiations – Lakeview (§ 54956.8)		
C.	Reconvene from Closed Session	Vote	2 m
	Roll Call		
D.	Report from Closed Session	FYI	3 m
	- Board President, Mr. Steven Leung		
V.	Closing Items		9:25 PM
A.	Items for Next Agenda	Discuss	5 m
	-		
	-		
	-		
	-		
B.	Adjourn Meeting	FYI	

Coversheet

Adoption of Agenda

Section: I. Opening Items
Item: C. Adoption of Agenda
Purpose: Vote
Submitted by:
Related Material: 2018-5-15 Board Meeting Agenda .pdf

American Indian Model Schools

BOARD MEETING AGENDA

Tuesday, May 15th, 2018 @ 6:30 pm

171 12th Street
Oakland, CA 94607

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA



IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

V. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

VI. NON-ACTION ITEMS

1. President's Report

- Board President, Mr. Steven Leung

2. Spring Board Retreat to be Held at 12th Street Site

- Board President, Mr. Steven Leung

3. Superintendent's Report

- Superintendent Woods-Cadiz

4. Human Resources Report

- Director of Human Resources, Mr. Rob Mayfield

5. AIMS k-12 Report

- Head of School, Mr. Russ, & Division Heads, Mr. Maurice Williams, Mr. Peter Holmquist, Mr. Christopher Ahmad, & Ms. Erin Oh

6. Operations Report

- Data, Accountability, and Operations Director, Ms. Marisol Magana
- Data, Accountability, and Operations Manager, Ms. Tiffany Tung

7. Finance Report

- CSMC School Business Manager, Ms. Adrienne Barnes

8. ELD Coordinator Report

- ELD Coordinator, Ms. Vannee Chand

VII. ACTION ITEMS

1. **Consent Calendar**
 - i. **Personnel Report**
 - Director of Human Resources, Mr. Rob Mayfield
 - ii. **Approval of 4/17/2018 Board Meeting Minutes Draft**
 - Secretary to the Board of Directors, Mr. Joe Schickman
 - iii. **1/3 Projected SPED Invoice**
 - CBO, Ms. Susan Schickman
 - iv. **1% Oversight Fee**
 - CBO, Ms. Susan Schickman
 - v. **CSMC June Invoice**
 - CBO, Ms. Susan Schickman
 - vi. **Nob Hill Catering Invoice for April**
 - CBO, Ms. Susan Schickman
 - vii. **Fagen Friedman & Fullfrost Invoice for March**
 - CBO, Ms. Susan Schickman
 - viii. **Young Minney & Corr. Invoice for May**
 - CBO, Ms. Susan Schickman
2. Discussion and Possible Action Regarding **Approval of the Superintendent's Contract**
 - President Leung
3. Discussion and Possible Action Regarding **Approval of Certificated, Classified, and Administrated Contracts**
 - Director of Human Resources, Mr. Rob Mayfield
4. Discussion and Possible Action Regarding **Approval of AIPHS Lunch Program RFP**
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung
5. Discussion and Possible Action Regarding **Approval of the AIPCS I, AIPCS II, & AIPHS 2018-2019 Budgets, Subject to Review and Approval by the Finance Committee, to be submitted to OUSD by June 15th**
 - Superintendent Woods-Cadiz
6. Discussion and Possible Action Regarding **Approval of the AIPCS I, AIPCS II, & AIPHS 2018-2019 LCAPs, Subject to Review and Approval by the Finance Committee, to be Submitted to OUSD**
 - Superintendent Woods-Cadiz
7. Discussion and Possible Action Regarding **Approval of AIMS Board Resolution for Board Director Service Resulting in a Loss of Income**
 - Director Cook

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

IX. RECESS TO CLOSED SESSION

1. **Conference with Legal Counsel** – Existing Litigation (54956.9) 1 Case
2. **Conference with Legal Counsel** – Anticipated Litigation (54956.9) 1 Case
3. **Public Employee Performance Evaluation** - Superintendent (§ 54957)
4. **Conference with Real Property Negotiations** – Lakeview (§ 54956.8)

X. RECONVENE FROM CLOSED SESSION

XI. ROLL CALL

XI. REPORT FROM CLOSED SESSION

XII. ITEMS FOR NEXT AGENDA

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XIII. ADJOURNMENT

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on June 19th, 2018 at 6pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ PM Certification of Posting

Coversheet

Public Comment on Non-Agenda Items

Section: I. Opening Items
Item: D. Public Comment on Non-Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public Comment Speaker Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Public Comment on Agenda Items

Section: I. Opening Items
Item: E. Public Comment on Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public Comment Speaker Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Superintendent's Report

Section: II. Non-Action Items
Item: C. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: Supt Board Report May 2018.pdf



SUPERINTENDENT BOARD REPORT

AIMS K-12 **May 2018**





Academics

- SBAC and AP testing are currently underway.
- Saturday School is now open to all students thus providing additional support for all students.
- Credit recovery for HS will take place the end of June and into July.
- Math Camp will take place in the month of July. All new students grades 2-8 will attend as well as current students who are not meeting mastery in Math.
- AIMS is increasing its support for ELL students based on what the data is showing regarding mastery.
- AIMS Special Education Instructor is on target to bring all IEPs in compliance.

A promotional poster for the AIMS Athletics Gofundme campaign. The background features a collage of sports images: a swimmer in a pool on the left, and soccer players in action on the right. The text is overlaid on this background. At the top, it says 'PLEASE SUPPORT' in orange. Below that, 'AIMS ATHLETICS' is written in large white letters. The amount '\$15,000' is displayed in large green letters. Underneath, 'GOFUNDME CAMPAIGN' is written in white. In the bottom left corner is the AIMS logo (a shield with 'AIMS' and 'American Indian Model School A School at Work!'). In the bottom right corner is the AIPHS logo (a yellow eagle head). The word 'Finance' is written in large white letters across the bottom of the poster.

PLEASE SUPPORT
AIMS ATHLETICS
\$15,000
GOFUNDME CAMPAIGN



AIMS
American Indian
Model School
A School at Work!

AIPHS

Finance

- Draft of preliminary budgets have been completed.
- Site budget meetings have occurred and central budget meetings are happening.
- The Superintendent, CSMC, and the CBO will be finalizing the preliminary budgets for the board's review.
- LACAPS are being formed and adjusted at SSCs. The preliminary budgets will reflect the items in the LCAP.
- AIMS is implementing the succession plan for the CBO position. This plan includes a needs assessment and an increase of support FTEs.
- A Gofundme has been set up to raise funds for our Sports program. Links for the fundraising are on the website and social media.
- Teachers and classified non-exempt have received raises in salary for 2018-2019, leadership has not.

INSERT IMAGE HERE

- SSC, FAC, Superintendent Coffees, Satellite Campus Engagement, and Academic Intervention meetings have occurred.
- AIMS attended sports championships. The results will be presented in the sports report.
- CCSA, ACOE, SOBE, OUSD meetings and training have been attended by the Superintendent
- ACOE Teacher Induction celebrated our teachers and leaders who either completed or have one year towards completion of the clear credential.

Coversheet

Human Resources Report

Section:	II. Non-Action Items
Item:	D. Human Resources Report
Purpose:	FYI
Submitted by:	
Related Material:	HR Report 5-15-18.pdf 18_19 AIMS Recruitment Plan.pdf

AIMS BOARD MEETING

MAY 15, 2018

HUMAN RESOURCES REPORT

- ✓ New HR Staff Member - Alma Morales
 - Excellent recommendations
 - Over 12 years' experience in HR (specializing in credentialing). 9 years with OUSD and 3 years with Aspire Public Schools. At Aspire she oversaw credentialing for the 40 schools in the system.
 - Immediate duties are in recruiting and credentialing.
 - Has already made meaningful contributions after only 2 weeks of work.

- ✓ Staffing for 2018-19
 - See Recruitment Plan

American Indian Model Schools Human Resources Recruitment Plan 2018/2019

Here is a list of activities that HR will be doing to attract teachers.

Start Date	Due Date	Activity	Description
Upon approval	5/18/2018	Distribute Flyers to Coffee Shops	1- Post AIMS flyer at local coffee shops within .5 miles radius
Upon approval	5/15/2018	Distribute Flyers to Coffee Shops near universities in Oakland, and other public bulletin boards	1- Cal State East Bay, SFSU, Holy Names, Mills College
Upon approval	5/15/2018	Referral Bonus email	1- Send an email to AIMS staff 2- Post Referral Bonus flyer on AIMS campuses 3- Ask Site Administrators to announce periodically in staff meetings.
Upon approval	5/15/2018	Job Fair follow up	1- Send an email to universities where we attended job fairs 2- Send email to all graduating students and event attendees.. 3- These include: San Francisco State, Chico State, Sac State, UCSC
Upon approval	6/1/18	Send AIMS flyer to universities	1- Email our flyer to universities with approved credential programs and ask them to post it in their career center and Ed. Dept. and around campus. 2- Cal State East Bay, Holy Names, Mills College, SJSU, UC Davis, Brandman, Alliant, Cal State Teach, Fortune School of Education, Santa Clara University, Sonoma State, Santa Clara University, St Mary's College, Stanford University, UC Berkeley, UC Santa Cruz, UCSF, 3- Online Colleges: Alliant, University of Phoenix, Western Governors University, National University
TBD	TBD	Recruitment Event at AIMS	TBD

Coversheet

AIMS K-12 Report

Section:	II. Non-Action Items
Item:	E. AIMS K-12 Report
Purpose:	FYI
Submitted by:	
Related Material:	May Board Report.pdf

AIMS K-12 Board Report

May 15th, 2018

Superintendent Maya Woods-Cadiz

Mrs. Erin Oh (K-2 Division Head)

Mr. Christopher Ahmad (3-5 Division Head)

Mr. Maurice Williams (6-8th Division Head)

Mr. Tareyton Russ (AIPHS Head of School)

Mr. Peter Holmquist (AIPHS Head of Academics)

Ms. Marisol Magana (Operations Director)

Ms. Tiffany Tung (Operations Manager)

Enrollment Numbers

AIPCS

145

AIPCS II

654

AIPHS

359

ADA & ADA %

AIPCS - 142.07 - 97.98%

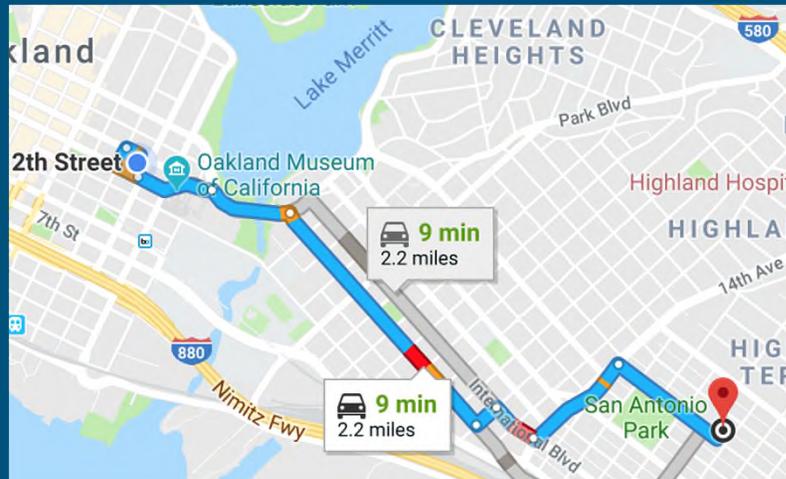
AIPCS II - 636.13 - 97.37%

AIPHS - 344.87 - 96.02%

K-2 Updates

Solutions Provided by New Space:

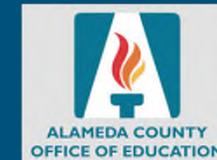
- PE Safety for smaller children
- Space conducive for early childhood development
- Relief for Impacted waiting list
- Usable school space in the city of Oakland



K-2 Updates

Parent Input:

1. Later start time
2. Before & after school care
3. Transportation support
4. Safety



3-5 Updates

- Students began SBAC Testing
- We had our final Saturday School Test Prep two weeks ago
- 5th grade graduation is set for June 8th
- There will be a Hollywood theme to graduation

KHAN ACADEMY

- 39 students completed Khan Academy math and grammar to 100% complete in 3 months
- All 39 students were invited to the common area to watch Coco and have a pizza party
- Students were recognized and congratulated for their hard work

3 or more years of service!!

Ms. Dascole is recognized for 7 years of service at AIMS

Mr. Dizon is recognized for 3

Mr. Cabrera is recognized for 3

P-Force Field Trip

7 P-Force students earned a trip to Boomers
They received excellent final behavior reports from
their classroom teachers
They improved their grades
They didn't get any detentions or suspensions since
December
They all earned over 150 tickets.



6th-8th Priorities for Next Year

- Approximately 10 Teacher Vacancies
- Art and Music Classes (Strings)
- New Science, History, and Revised ELA Curriculum to better prepare students for high school
- Expanded Friday school and up to 4 Saturday schools per month



2018 AP testing - more than half are completed

We have given 8 out of 13 tests.

2018 AIPHS Art Show

May 24th, 2018
5-7 PM





Lady Eagles Enter Playoffs

- The #3 ranked Lady Eagles Soccer Team finished the season 6-2 and will play #2 ranked Silver Oak in the playoffs this Friday, in West Oakland. The winner will advance to the championship.
- Senior Paola Barron is currently ranked #2 in the state of California for goals scored in this season needs only three goals to break the mark.



Boys Volleyball Team Update

- The Boys Volleyball team finished the season 2-8 on the year with wins over CCPA and LPS Richmond.
- Congratulations to AIPHS Junior Eric Huang earned all-league honorable mention in Boys Volleyball this year.





S.E.A. Eagles Update

- The AIPHS boys Swim Team placed second overall and the girls placed third overall in the CIF-Oakland Section Championships.
- Seniors Aiden Yip and Nathan Huynh combined three gold medals, two silver, and two bronze medals, and will compete in the State championships this Saturday.

Coversheet

Operations Report

Section: II. Non-Action Items
Item: F. Operations Report
Purpose: FYI
Submitted by:
Related Material: AIMS Operations Update 5.15.18.pdf

AIMS LUNCH/ OPERATIONS UPDATE

By
Ms. Tung Operations
Manager/Lunch Program Director
& Ms. Magana Operations Director

April 17, 2018

Program Success

- Daily student participation has been at 430 AIPCS/AIPCS II (fluctuates depending on day of the week and field trips).
- **Free: 300 Reduced: 53 Paid: 62**
- Lunch menu is posted on school website, parent square, AIMS TV monthly.
- Updated payment button will be added to website in June 2018.

Lunch Service



LunchTime Fun



Permitting

- Health Inspection completed at 746 Grand Ave. AIPHS, successfully received health permit, valid May 3, 2018- May 2, 2019 from Alameda County Department of Health.
- Given that the end of the school year is in June 2019, during our first inspection and extension permit will be provided given that we clear our first inspection.

Health Permit

Alameda County Department of Environmental Health
1131 Harbor Bay Parkway - Alameda, CA 94502 - (510) 567-6700

PERMIT TO OPERATE

<u>Mail To</u> AMERICAN INDIAN PUBLIC CHARTER Re: AMERICAN INDIAN PUBLIC HIGH SCHOOL 171 12TH ST OAKLAND, CA 94607	<u>Facility Name</u> AMERICAN INDIAN PUBLIC HIGH SCHOOL 746 GRAND AVE OAKLAND, CA 94610
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Permit Expires: 5/2/2019

<u>Facility Owner Name</u>	AMERICAN INDIAN PUBLIC CHARTER	<u>Facility ID</u>	FA0001396
<u>Valid Dates</u>	5/3/2018 - 5/2/2019	<u>Census Tract</u>	037.01
<u>Program Description</u>	2056 SATELLITE FOOD FACILITY	<u>Date Printed</u>	05/03/2018
		<u>Permit Number</u>	PT0304087

Reporting/Policies Protocol

- Monthly CNIPS claims continue to be submitted monthly, five day turn around for finance department to receive state/fed reimbursements.
- Completion of updated Unpaid Meal policy has been posted on website.
- Wellness committee was formed and met . State audit will request for minutes and agenda to ensure four meetings in fact took place.

Staff Training

Trainings offered in Summer 2018:

- Update on Food Handlers/Food Safety (ServSafe)
- Policy Guidance NSLP Vended Meals
- MealTime (Online payment system, provided reports for month FED/State Reimbursements)
- FRL Lunch Applications (What is considered a completed application?)
- 2018 Laws and Legislation regarding Lunch Programming

Quarterly trainings will continue to be provided to lunch program staff to discuss expectations, review nutritional guidelines, proper food distribution and upkeep of reports.

Collections

Clerical staff contacts families by phone to inform them of their negative balances, letter is automatically generated from MealTime and sent to families by mail.

Prop 39 Updates

LED - Light sensors have been installed in the building. Missing sensors for the administrative offices. Once the sensors are delivered they will be installed.

Carrier - Controllers have been installed on the roof. The software needs to be installed on a few computers and then operations will be trained on adjusting the temperature for the building.

Coversheet

Finance Report

Section: II. Non-Action Items
Item: G. Finance Report
Purpose: FYI
Submitted by:
Related Material: AIPCS II ATB Summary.pdf
AIPHS ATB Summary.pdf
AIPCS I ATB Summary.pdf

American Indian Model Schools

July 2017 - March 2018

Segment Name	Filter Applied
Object	All
Restriction	All
Location	030

Account Description	July - March				2017-2018	
	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
Revenue Limit	\$3,739,221	\$3,741,923	(\$2,702)	-0.1 %	\$5,831,165	\$1,465,217
Federal Revenue	\$435,500	\$251,163	\$184,337	73.4 %	\$613,765	\$157,157
Other State Revenue	\$357,557	\$379,870	(\$22,313)	-5.9 %	\$493,711	\$101,917
Local Revenue	\$109,836	\$45,259	\$64,577	142.7 %	\$64,655	(\$56,400)
Total Revenue	\$4,642,115	\$4,418,215	\$223,900	5.1 %	\$7,003,296	\$1,667,891
Certificated Salaries	\$1,609,175	\$1,441,131	(\$168,045)	-11.7 %	\$2,160,161	\$359,424
Classified Salaries	\$898,818	\$918,839	\$20,021	2.2 %	\$1,278,064	\$298,311
Employee Benefits	\$633,102	\$689,488	\$56,386	8.2 %	\$931,741	\$241,245
Total Personnel Expenses	\$3,141,096	\$3,049,458	(\$91,637)	-3.0 %	\$4,369,965	\$898,980
Books and Supplies	\$378,617	\$399,755	\$21,138	5.3 %	\$496,337	\$63,661
Services & Other Operating Expenses	\$580,020	\$659,321	\$79,301	12.0 %	\$911,571	\$297,593
Capital Outlay	-	-	-	0.0 %	\$323,399	\$323,399
Other Outgo	\$408,547	\$579,697	\$171,150	29.5 %	\$860,466	\$426,712
Total Operational Expenses	\$1,367,184	\$1,638,773	\$271,589	16.6 %	\$2,591,773	\$1,111,364
Total Expenses	\$4,508,280	\$4,688,231	\$179,952	3.8 %	\$6,961,738	\$2,010,345
Net Income	\$133,835	(\$270,017)	\$403,852	149.6 %	\$41,558	(\$342,454)

American Indian Model Schools

July 2017 - March 2018

Segment Name	Filter Applied
Object	All
Restriction	All
Location	040

Account Description	July - March				2017-2018	
	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
Revenue Limit	\$1,942,516	\$1,943,866	(\$1,350)	-0.1 %	\$3,713,709	\$1,210,433
Federal Revenue	\$117,711	\$51,368	\$66,343	129.2 %	\$147,893	\$30,182
Other State Revenue	\$45,129	\$48,355	(\$3,225)	-6.7 %	\$97,988	\$39,735
Local Revenue	\$9,507	\$25,869	(\$16,362)	-63.2 %	\$35,941	\$26,204
Total Revenue	\$2,114,863	\$2,069,457	\$45,406	2.2 %	\$3,995,531	\$1,306,554
Certificated Salaries	\$991,311	\$908,656	(\$82,655)	-9.1 %	\$1,326,888	\$222,487
Classified Salaries	\$345,283	\$365,585	\$20,302	5.6 %	\$502,093	\$131,313
Employee Benefits	\$325,683	\$341,379	\$15,696	4.6 %	\$461,323	\$109,545
Total Personnel Expenses	\$1,662,277	\$1,615,620	(\$46,657)	-2.9 %	\$2,290,304	\$463,346
Books and Supplies	\$560,197	\$565,105	\$4,908	0.9 %	\$623,062	\$58,568
Services & Other Operating Expenses	\$411,659	\$535,301	\$123,642	23.1 %	\$741,602	\$289,115
Capital Outlay	-	-	-	0.0 %	-	-
Other Outgo	\$102,861	\$203,385	\$100,524	49.4 %	\$308,159	\$205,298
Total Operational Expenses	\$1,074,718	\$1,303,791	\$229,074	17.6 %	\$1,672,822	\$552,982
Total Expenses	\$2,736,995	\$2,919,412	\$182,416	6.2 %	\$3,963,126	\$1,016,327
Net Income	(\$622,132)	(\$849,954)	\$227,822	26.8 %	\$32,405	\$290,226

American Indian Model Schools

July 2017 - March 2018

Segment Name	Filter Applied
Object	All
Restriction	All
Location	020

Account Description	July - March				2017-2018	
	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
Revenue Limit	\$832,522	\$832,521	\$1	0.0 %	\$1,295,439	\$316,507
Federal Revenue	\$120,394	\$103,871	\$16,523	15.9 %	\$208,479	\$88,085
Other State Revenue	\$270,420	\$271,030	(\$610)	-0.2 %	\$297,987	\$20,210
Local Revenue	\$33,893	\$9,167	\$24,726	269.7 %	\$13,095	(\$22,208)
Total Revenue	\$1,257,229	\$1,216,589	\$40,640	3.3 %	\$1,815,000	\$402,594
Certificated Salaries	\$325,116	\$331,478	\$6,362	1.9 %	\$483,562	\$128,805
Classified Salaries	\$230,087	\$162,009	(\$68,078)	-42.0 %	\$216,661	(\$29,422)
Employee Benefits	\$139,863	\$141,684	\$1,821	1.3 %	\$191,465	\$41,311
Total Personnel Expenses	\$695,066	\$635,172	(\$59,895)	-9.4 %	\$891,688	\$140,694
Books and Supplies	\$31,058	\$99,751	\$68,693	68.9 %	\$119,687	\$87,726
Services & Other Operating Expenses	\$183,568	\$250,346	\$66,778	26.7 %	\$347,823	\$155,947
Capital Outlay	-	-	-	0.0 %	\$102,199	\$102,199
Other Outgo	\$91,442	\$189,353	\$97,911	51.7 %	\$277,789	\$180,814
Total Operational Expenses	\$306,068	\$539,450	\$233,382	43.3 %	\$847,498	\$526,686
Total Expenses	\$1,001,134	\$1,174,621	\$173,487	14.8 %	\$1,739,186	\$667,379
Net Income	\$256,095	\$41,967	\$214,127	510.2 %	\$75,814	(\$264,785)

Coversheet

Consent Calendar

Section: III. Action Items
Item: A. Consent Calendar
Purpose: Vote
Submitted by:
Related Material:

1. Personnel Report 2017-18.pdf
2. 2018-4-17 Board Meeting Minutes.pdf
5. CSMC June Invoice.pdf
6. Nob Hill Catering April Invoice.pdf
7. Fagen Friedman Fulfroost March Invoice - Remittance Copy.pdf
8. YM&C May Invoice Remittance Copy.pdf

Personnel Report AIPCS,AIPCSII,AIPHS May

Name	AIPCS I, II, or HS	Position	Hire/ Termination	Employ, Resign, Or Terminate
Landron, Stacey	AIPCS II	Teacher	05/10/18	Employ
Morales, Alma	Central Office	Human Resources	4/27/18	Employ
Nguyen, Thanh Tommy	AIPHS	Teacher	05/08/18	Terminate
Quintanilla, Joseph	AIPCS I, II	Student Supervisor Aide	5/4/18	Resign

Employee Name	Position	School	Salary (2017-2018)	Benefits	Total Days	Vacation	Sick Leave
Morales, Alma	Resources	Central	\$67,915.75	Yes	241	32	12
Landron, Stacey	Teacher	AIPCS II	\$54,710.00	Yes	190	26	10

Salary, Work Days, Holidays, Vacation, and Sick Leave is pro-rated based upon starting date*

Summer Pay	Credential	Credential Expires
N/A	N/A	N/A
Up to 14 days	N/A	N/A

**American Indian Model Schools
BOARD MEETING AGENDA
Tuesday April 17, 2018 @ 6:30 pm
171 12th Street
Oakland, CA 94607**



I. CALL TO ORDER: 6:39 pm

II. ROLL CALL:

President Leung	P
Director Cook	P
Director Thompson	P
Director Wan	P
Director Edington	A

Quorum Established

III. ADOPTION OF AGENDA

**M: Director Cook moves to adopt the agenda
2nd: Director Thompson**

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	A

Motion Passes

(Director Edington Arrives at 6:50 pm)

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment on non-agenda items is set aside for members of the Public to address items that do not appear on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

V. NON-ACTION ITEMS

- 1. President’s Report**
 - Board President, Mr. Steven Leung
- 2. 700 Forms Filing for AIMS Board Members**
 - Board Secretary, Director Cook
- 3. Spring Board Retreat to be Held at 12th Street Site**
 - Board President, Mr. Steven Leung

- 4. Superintendent's Report**
 - Superintendent Woods-Cadiz
- 5. AIMS k-12 Report**
 - Division Heads, Mr. Maurice Williams, Mr. Peter Holmquist, Mr. Christopher Ahmad, & Ms. Erin Oh
- 6. Operations Report**
 - Data, Accountability, and Operations Director, Ms. Marisol Magana
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung
- 7. Finance Report**
 - Chief Business Officer, Ms. Susan Schickman & CSMC EVP, Tom Nichols
- 8. Human Resources Report**
 - Director of Human Resources, Mr. Rob Mayfield
- 9. ELD Coordinator Report**
 - ELD Coordinator, Ms. Vannee Chand
- 10. College Bound Kids Report**
 - CBK Coordinator, Mr. Matthew Gordan

VI. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff.

Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).

VII. DISCUSSION/ACTION ITEMS

- 1. Consent Calendar**
 - i. Personnel Report**
 - Director of Human Resources, Mr. Rob Mayfield
 - ii. Approval of 3/20/2018 Board Meeting Minutes Draft**
 - Secretary to the Board of Directors, Mr. Joe Schickman
 - iii. Fagen Friedman & Fulfrost February Invoice**
 - CBO, Ms. Susan Schickman
 - iv. YM&C March Invoice**
 - CBO, Ms. Susan Schickman
 - v. VTD Final 2017 Audit Invoice**
 - CBO, Ms. Susan Schickman
 - vi. Nob Hill Catering March Invoice**
 - CBO, Ms. Susan Schickman
 - vii. OUSD Facilities Use Fee for 2017/2018**
 - CBO, Ms. Susan Schickman
 - viii. OUSD Second Utilities Fee**
 - CBO, Ms. Susan Schickman

M: Director Edington moves to approve the consent calendar

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	Y

Motion Passes

2. Discussion and Possible Action Regarding **Decision to Partner with BoardOnTrack for Board Data and Project Management**
 - Superintendent Woods-Cadiz

M: Director Cook moves to approve the BoardOnTrack Agreement

2nd: Director Thompson

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	Y

Motion Passes

3. Discussion and Possible Action Regarding **Review and Selection of Insurance Broker RFP**
 - Treasurer of the AIMS Board, Director Chris Edington

M: Director Edington moves to table this item

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	Y

Motion Passes – Item Tabled

4. Discussion and Possible Action Regarding **Approval to Renew AIMS Service Agreement with Carrier for 2018**
 - Chief Business Officer, Ms. Susan Schickman

M: Director Thompson moves to approve renewing Carrier Service Agreement

2nd: Director Wan

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	Y

Motion Passes

- 5. Discussion and Possible Action Regarding **Approval of School Food Solutions Contract**
 - Data, Accountability, and Operations Manager, Ms. Tiffany Tung

M: Director Thompson moves to approve the School Food Solutions Contract

2nd: Director Cook

President Leung	Y
Director Cook	Y
Director Thompson	Y
Director Wan	Y
Director Edington	Y

Motion Passes

VIII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

IX. RECESS TO CLOSED SESSION

- Student Disciplinary Hearing (§ 48918.5 (C))
- Conference with Real Property Negotiations (§ 54956.8)
- Conference with Legal Counsel – Existing Litigation: 1 Case (§ 54956.9)
- Conference with Legal Counsel – Anticipated Litigation: 2 Cases (§ 54956.9(b))

X. RECONVENE FROM CLOSED SESSION:

XI. ROLL CALL

XII. REPORT FROM CLOSED SESSION: Board Authorizes the Legal Committee/Designee to Negotiate Settlement Agreement Up to Specified Amount

XIII. ITEMS FOR NEXT AGENDA

- Visiplex PA System & Facilities Upgrades

XIV. ADJOURNMENT:

NOTICES

The next regular meeting of the Board of Directors is scheduled to be held in May 15th, 2018 @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM Certification of Posting

CSMC
 43460 Ridge Park Drive Suite 100
 Temecula CA 92590
 Phone: 888 994 CSMC

INVOICE



American Indian Model Schools
 171 12th Street
 Oakland CA 94607

Invoice #:	36936
Date:	May 14, 2018
Balance Due (USD):	\$12,000.00

To View Your Invoice Online »

1. Go to: <https://csmc.freshbooks.com/code>
2. Enter this code: WRnrkBGrtkRbed

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
BBO, PS & CALPADS	Business Back-Office, PowerSchool & CALPADS Support	12,000.00	1	12,000.00
NOTES: June 2018 Invoice				
Subtotal:				12,000.00
Total:				12,000.00
Amount Paid:				0.00
Balance Due (USD):				\$12,000.00
<p>Due Date: June 1st, 2018 CSMC will be enforcing late penalties of 1.5% after 30 days from the due date.</p>				



Nob Hill Catering Inc
 San Carlos, CA 94070
 601 Taylor Way

Invoice

Date	Invoice #
4/30/2018	AIMS043018

Bill To
American Indian Model Schools 171 12th St. Oakland, CA 94607

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		4/30/2018			

Quantity	Item Code	Description	Price Each	Amount
0	AIMS-Lunch	4/2/18-4/6/18 Lunch	2.88	0.00
2,300	AIMS-Lunch	4/9/18-4/13/18 Lunch	2.88	6,624.00
2,300	AIMS-Lunch	4/16/18-4/20/18 Lunch	2.88	6,624.00
2,286	AIMS-Lunch	4/23/18-4/30/18 Lunch	2.88	6,583.68

Please remit payment directly to: NOB HILL CATERING, INC. 601 Taylor Way San Carlos, CA 94070	Total \$19,831.68
--	--------------------------



Lunchmaster School Lunch Program
Brought to you by Nob Hill Catering, Inc.

601 Taylor Way
 San Carlos, CA 94070
 Phone: 650.596.8008
 Fax: 650.596.8006

INVOICE

Friday, April 13, 2018

American Indian Model Schools
 4/09/18-4/13/18
 AIMS041318

American Indian Model Schools
 171 12th St.
 Oakland, CA 94607

	Quantity
Date range: 4/09/18-4/13/18	
Lunch	
Monday, April 09, 2018	460
Tuesday, April 10, 2018	460
Wednesday, April 11, 2018	460
Thursday, April 12, 2018	460
Friday, April 13, 2018	460
Week Total	2,300



Lunchmaster School Lunch Program
Brought to you by Nob Hill Catering, Inc.

601 Taylor Way
 San Carlos, CA 94070
 Phone: 650.596.8008
 Fax: 650.596.8006

INVOICE

Friday, April 20, 2018

American Indian Model Schools
 4/16/18-4/20/18
 AIMS042018

American Indian Model Schools
 171 12th St.
 Oakland, CA 94607

	Quantity
Date range: 4/16/18-4/20/18	
Lunch	
Monday, April 16, 2018	460
Tuesday, April 17, 2018	460
Wednesday, April 18, 2018	460
Thursday, April 19, 2018	460
Friday, April 20, 2018	460
Week Total	2,300



Lunchmaster School Lunch Program
Brought to you by Nob Hill Catering, Inc.

601 Taylor Way
 San Carlos, CA 94070
 Phone: 650.596.8008
 Fax: 650.596.8006

INVOICE

Monday, April 30, 2018

American Indian Model Schools
 4/23/18-4/30/18
 AIMS043018

American Indian Model Schools
 171 12th St.
 Oakland, CA 94607

	Quantity
Date range: 4/23/18-4/30/18	
Lunch	
Monday, April 23, 2018	460
Tuesday, April 24, 2018	460
Wednesday, April 25, 2018	460
Thursday, April 26, 2018	446
Friday, April 27, 2018	460
Monday April 30, 2018	0
Week Total	2,286



Fagen, Friedman & Fulfrosts LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

Summary of Group Invoice 57700
 March 31, 2018

Client: 718

Summary of Charges for Services Rendered through March 31, 2018

Previous Balance for Client		22,872.26
Balance Forward		22,872.26
Total Fees	3,047.50	
Total Current Fees, Costs, Interest & Retainer	3,047.50	
Total Advance Deposit Applied	-50.00	
Total Current Charges for Client	2,997.50	
Total Due for Client		25,869.76



Fagen Friedman & Fulfrosts LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

March 31, 2018
 Invoice # 57700-1

Client/Matter: 718-00004
 Re: General Employment Matters
 For Services Rendered Through March 31, 2018

Previous Balance		0.00
Current Fees	821.50	
Total Current Due		821.50
	Total Due	821.50

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfrosts LLP
 A/C# : 1893086270 ABA# : 121137522
 Ref. # : 57700-1

Remittance due upon Receipt



Fagen Friedman & Fulfrosts LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

March 31, 2018
 Invoice # 57700-2

Client/Matter: 718-00101
 Re: Unfair Practice Charge (SF-CE-3190-E)
 For Services Rendered Through March 31, 2018

Previous Balance		10,264.00
Current Fees	53.00	
Total Current Due		53.00
	Total Due	10,317.00

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfrosts LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref. # : 57700-2

Remittance due upon Receipt



Fagen Friedman & Fulfrost LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

March 31, 2018
 Invoice # 57700-3

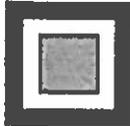
Client/Matter: 718-00102
 Re: TAIMS Negotiations 2016-17
 For Services Rendered Through March 31, 2018

Previous Balance		6,391.58
Current Fees	238.50	
Total Current Due		238.50
	Total Due	6,630.08

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfrost LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref. # : 57700-3

Remittance due upon Receipt



Fagen Friedman & Fulfrost LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

March 31, 2018
 Invoice # 57700-4

Client/Matter: 718-00108
 Re: Unfair Practice Charge SF-CE-3237-E
 For Services Rendered Through March 31, 2018

Previous Balance		26.50
Current Fees	556.50	
Total Current Due		556.50
	Total Due	583.00

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfrost LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref. # : 57700-4

Remittance due upon Receipt



Fagen Friedman & Fulfroft LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

American Indian Model Schools
 Maya Woods-Cadiz, Superintendent
 171 12th Street
 Oakland, CA 94607

March 31, 2018
 Invoice # 57700-5

Client/Matter: 718-00109
 Re: Bargaining Impasse SF-IM-3161-E
 For Services Rendered Through March 31, 2018

Previous Balance		3,712.68
Current Fees	1,378.00	
Unapplied Cash/Credits	-50.00	
Total Current Due		1,378.00
	Total Due	5,040.68

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfroft LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref. # : 57700-5

Remittance due upon Receipt



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

655 UNIVERSITY AVENUE, SUITE 150
SACRAMENTO, CA 95825

TEL 916.646.1400 ■ FAX 916.646.1300
WWW.MYCHARTERLAW.COM

American Indian Model Schools
Attn: Susan Schickman, Chief Business Officer
171 12th Street
Oakland, CA 94607

May 03, 2018

Invoice # 54704

Services through 4/30/2018.

Previous Balance	\$27.50
Total Payments and Credits	(\$27.50)
Current Charges	\$462.50
Payments From Retainer Account	<u>\$0.00</u>
Total Owed Firm	\$462.50
Remaining Retainer Credit Balance	\$0.00
Clients with no past due balance who pay within twenty days of the date of this invoice may receive a 5% discount on services by paying this amount:	\$439.37

All invoices are due and payable upon receipt. Thank you.

CONVENIENT LOCATIONS TO SERVE YOU

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: B. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: Superintendent's Contract.pdf

**American Indian Model Schools
Employment Agreement
Superintendent Contract**

This Employment Agreement ("Agreement") is intended to set forth the terms and conditions of the employment of Maya Woods-Cadiz (the Superintendent) as the Superintendent of American Indian Model Schools ("AIMS").

1. TERM.

This agreement shall become effective on July 1, 2018 and shall terminate on June 30, 2021. The Superintendent position is a full-time position exempt from overtime law.

2. RENEWAL.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.

1. The Superintendent is the chief executive officer and educational leader of AIMS and is responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of AIMS. The Superintendent shall administer AIMS in accordance with the AIMS Board's policies and State and federal laws as they exist or may hereafter be enacted or amended. The Superintendent shall perform those duties, which are required by state law, prescribed by the Board or as necessary for the efficient and effective management of **AIMS**. Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in Superintendent's judgment would best serve **AIMS**, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. Specifically, the duties of the Superintendent shall include:
 - a. reporting directly to the AIMS Board of Directors;
 - b. directing the day-to-day administration of AIMS;
 - c. planning, implementing and evaluation programs regarding the organizational, operational, fiscal and educational functions of the AIMS;
 - d. instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary in order to affect positive change at AIMS;
 - e. developing and implementing a program of professional development that the Superintendent finds necessary and expedient in order to affect positive changes at AIMS.

- f. directing staff in ensuring parental involvement in the development and implementation of AIMS policies;
- g. recommending policies to the Board and reasonably interpreting and implementing policies adopted by the Board;
- h. organizing departments and assigning employees of AIMS;
- i. developing and implementing administrative regulations that the Superintendent deems necessary for the efficient and effective operation of the school system and that are consistent with the Board's policies, and state and federal law;
- j. making employment decisions concerning the employees of AIMS, specifically, superintendent will have authority to hire, fire, promote, demote, and/or transfer any and all AIMS employees, except that the Superintendent must not take any action to demote, transfer or fire a Head of School without prior notice and approval by the AIMS Board of Directors;
- k. directing, assigning, transferring, evaluating and dismissing all the employees of AIMS consistent with the Board's policies, and state and federal law;
- l. accepting all resignations of employees of AIMS;
- m. assuming responsibility for the overall financial planning of AIMS, including preparation of the annual budget and the submission of the budget to the Board for review and approval;
- n. attending and participating in discussion in regular, special and executive session of the Board;
- o. making recommendations on items of business for Board meetings as the Superintendent deems necessary for the efficient and effective operation of AIMS; and
- p. establishing and implementing a process, including a means and time parameters for keeping the Board up-to-date on developments, initiatives and issues in **AIMS**.
- q. writing grant applications for AIMS, when possible.

3.2 As a minimum performance requirement, the work schedule for Superintendent shall be Monday through Friday. As this position is a senior level position, it is the expectation of the AIMS Board of Directors that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the AIMS Board of Directors that actual hours worked will likely exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the Superintendent may need to be performed outside of the daily work schedule. Superintendent will have opportunities to be compensated for excellent performance and additional efforts via performance bonuses, as referenced in Section 5.2 herein. Each year of this contract the board by majority vote will determine where excellent performance and additional efforts by the Superintendent has occurred and will award a bonus as appropriate.

3.3 This is an Agreement for the performances of duties as Superintendent by the Superintendent who shall not be assigned to any other position, and who shall not have her duties reassigned without her consent.

4. BOARD/SUPERINTENDENT COMMUNICATIONS.

4.1 The AIMS Board of Directors and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications. By August

I, 2018, and periodically thereafter, the Board and Superintendent shall meet to discuss how they will work communicate and work cooperatively together and a written plan shall be drafted.

4.2 The AIMS Board of Directors including the Board President will only give direction to the Superintendent concerning the management of AIMS or the solution of specific problems (including personnel complaints or other communications concerning the administration of AIMS) by way of majority Board action at duly noticed public meetings, or through duly-formed committees established by the AIMS Board of Directors. The Superintendent shall share with the Board in a monthly report criticisms, complaints and suggestions concerning AIMS that may come to her attention.

4.3 The AIMS Board of Directors including the Board President shall in a timely manner give written notice of any concerns brought to his/ her attention to the Superintendent, and allow time for the Superintendent to investigate and resolve the concern. A report will be given by the Superintendent to the board at a duly noticed public meeting, or through duly-formed committee established by the AIMS Board of Directors

5. SALARY AND BENEFITS.

5.1 The annual base salary of the Superintendent shall be \$165,000 payable in bi-monthly installments. The Superintendent's salary may be increased at any time by the AIMS Board. Salary increase will at minimum be proposed and voted on annually by the AIMS Board of Directors, in an amount to be determined by the AIMS Board of Directors.

5.2 The Superintendent may be given performance bonuses at any time by the AIMS Board of Directors, in amounts to be determined by the AIMS Board of Directors. The sum of Superintendent's performance bonuses in any given year shall never exceed twenty percent (20%) of Superintendent's base annual salary. Performance bonuses shall, in most cases, be linked to annual Board evaluations. For the 2018-2019 year, and each year after, the Superintendent shall be entitled to earn up to an additional \$20,000 in bonuses. Bonuses will be divided into four quarterly payments and will be tied to specific performance goals established by the Board. The performance goals are specified in the Superintendent's evaluation.

5.3 The Superintendent, in her role as lead administrator and grant-writer for AIMS, shall receive a grant bonus for each grant that she writes and receives on behalf of AIMS. Superintendent's grant bonus shall be in an amount equal to five percent (5%) of the net grant amount received, to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, in an amount not to exceed three thousand dollars (\$3,000) per grant. To the extent applicable, and to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, Superintendent shall also be entitled to a grant bonus in an amount equal to two percent (2%) of the net grant amount received for each additional year a grant is maintained, but only to the extent additional grant-revisions or maintenance is needed in order to maintain the grant, in an amount not to exceed

three thousand dollars (\$3,000) per grant. This is based upon an increase in responsibilities and involving administration and oversight of the grant as long as it is compliant with the terms of the grant. 5.4 The annual base salary stated in this may not be reduced during the term of this Agreement. 5.5 The Superintendent, Superintendent's Spouse and Superintendent's dependents shall be entitled to paid coverage under AIMS health, vision, and dental insurance plans, except that the Superintendent shall pay all co-pays required by health care providers.

5.6 AIMS shall pay the employer portion of the contribution to CalSTRS ("California State Teachers Retirement System") or CPERS ("California Public Employees System"), at the Superintendent's option.

5.7 In addition to the benefits provided in this Agreement, AIMS will provide the Superintendent the same benefits provided to administrators.

6. LEAVE.

6.1 Vacation Leave. The Superintendent shall render services in accordance with AIMS standard work year for administrators and she shall be entitled to the same holidays as are provided for administrators of AIMS. In addition, the Superintendent shall be entitled to fifteen (15) annual vacation days with pay.

The Superintendent is encouraged to take all vacation days during the year in which such days are earned. To the extent practicable, the Superintendent shall provide the Board President with reasonable advance notice of any planned use of vacation days before any vacation is taken.

Upon termination or expiration of this Agreement, the Superintendent shall be entitled to receive payment for any accrued and unused vacation days equal to the number of accrued but unused vacation days multiplied by her then daily rate of pay, subject to the limitations on the accrual of vacation days set forth in this paragraph. The Superintendent's daily rate of pay is the Superintendent's then-current annual salary divided by 221.

NOTE: The determination of workdays is based on the following formula:

Days in Year	365
Minus	104 weekend days
Equals	261 possible work days
Minus	25 paid holidays
Equals	236 possible work days
Minus	15 vacation days
Equals	221 Work Days

6.2 Sick Leave. In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. If the Superintendent does not utilize the total amount of accrued sick leave authorized during any year, she may carry over the unused time to sick leave in the subsequent year.

6.3 Holidays. The Superintendent shall take holiday days according to the requirements of the position as well as the calendar of holidays observed by AIMS annually.

6.4 Other Leave. The Superintendent shall be entitled to all other leave, including personal leave, provided to administrators, as stated in AIMS' written policies.

7. TRAVEL EXPENSES.

AIMS will pay the cost of parking expenses, including garage fees, meter, and tolls, in accordance with AIMS' Vehicle Policy. The Superintendent shall receive a monthly stipend of \$600.00 for vehicle expenses. AIMS shall pay for the necessary insurance, gas and oil, maintenance and upkeep for the AIMS automobile. The Superintendent shall be reimbursed for all reasonable, actual and necessary expenses incurred in the course and scope of executing her professional responsibilities for AIMS, including reasonable expenses for travel.

All requests for reimbursement shall comply fully with AIMS' rules and requirements relating to expense reimbursements.

8. TECHNOLOGY SUPPORT.

AIMS shall provide the Superintendent with appropriate technology that will assist the Superintendent in the performance of her duties and responsibilities in office use. This shall include a smartphone, tablet, laptop, facsimile/printer, Internet access and computer. AIMS shall own this technology, and AIMS shall be billed directly for the expenses incurred for use by the Superintendent.

Upon termination of this Agreement, the services for the technology will be canceled and the Superintendent shall return all AIMS equipment to AIMS by no later than ten (10) days after the effective date of termination.

9. PROFESSIONAL ACTIVITIES.

The Superintendent may engage in outside professional activities, including writing, consulting, and lecturing, with or without honorarium, as long as such activities do not interfere with the performance of her duties as Superintendent.

10. BUSINESS EXPENSES.

AIMS shall pay for or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the course of AIMS business in accordance with AIMS policies, such as AIMS' reimbursement policy and AIMS' procurement policy.

11. PROFESSIONAL GROWTH AND DEVELOPMENT.

AIMS shall pay the Superintendent's membership dues and reasonable related expenses to belong to a number of relevant professional organizations, including the California Charter Schools Association ("CCSA,") and the Association of California School Administrators (ACSA). In addition, the Superintendent shall continue her professional development by attending pertinent professional meetings at the local, state and national level and by participating in other relevant

learning experiences. AIMS shall pay or reimburse reasonable expenses associated with such meetings. AIMS also shall pay the annual membership dues and related expenses for the Superintendent to be a member of civic and community organizations as determined and communicated to the AIMS Board of Directors.

12. EVALUATION.

12.1 No later than August, 2018, the Board shall establish, in consultation with the Superintendent, the 2018-19 Superintendent's Work Plan and the performance goals for the 2018-19 school year and the Board and Superintendent shall agree on the evaluation form for the 2018-19 school year. The Work Plan and performance goals shall be reduced to writing. The Board shall complete the Superintendent's 2018-19 evaluation no later than May 30, 2018. After the initial term of the Agreement, no later than May 30th of each subsequent year, the Board and the Superintendent shall jointly establish the Superintendent's Work Plan for the following school year, the performance goals and shall agree on the evaluation form to be used. The Board shall complete the Superintendent's evaluation no later than May 15th of each year. By May 30th of each year of this Agreement, the Board shall provide the Superintendent a copy of the completed evaluation. The Superintendent shall have the right to respond to the Board's written evaluation orally or in writing

12.2 If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

12.3 An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.

12.4 The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

12.5 No later than January 31 of each year of this Agreement, the Board and the Superintendent shall meet to discuss and review the Superintendent's progress in meeting the agreed-upon goals.

12.6 No later than May 1 of each year of this Agreement, the Superintendent, prior to her evaluation, shall provide the Board a written self: Evaluation of her accomplishments and progress toward meeting the agreed-upon goals. After the Board receives the Superintendent's self-evaluation, the Board and the Superintendent shall meet no later than May 15 of each year of this Agreement to discuss the Superintendent's self-evaluation.

12.7 The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

13. TERMINATION.

This Agreement may be terminated by the following:

13.1 Death of the Superintendent.

13.2 By the Board without cause.

13.2.1 The Board, in its discretion, may elect to terminate this Agreement without cause upon sixty (60) days written notice to the Superintendent. Prior to exercising this option, the Board shall provide the Superintendent with an opportunity to meet with the Board to discuss its intentions. However, no cause need be alleged or demonstrated by the Board.

13.2.2 In the event the Board exercises this option, AIMS shall pay the Superintendent severance pay in an amount equal to Superintendent's monthly salary times the number of months remaining under the Agreement as of the date of termination, or an amount equal to twelve (12) months' salary, whichever is less, as provided by Government Code section 53260. In the event of termination under this section, Superintendent shall also be entitled to receive any accrued, but unpaid benefits to which she is entitled pursuant to this Agreement.

13.2.3 In addition, in the event of such termination, AIMS will maintain in effect the Superintendent's health benefits for the number of months remaining under the Agreement as of the date of termination, or for a period of twelve (12) months, whichever is less, as provided by Government Code section 53261. In any event, health benefits provided under this section shall cease and terminate immediately upon the Superintendent's attainment of full-time employment. The Board and the Superintendent agree that no duty is hereby imposed upon the Superintendent to seek full-time employment following termination of this Employment Contract as provided in this paragraph. Notwithstanding this paragraph, the Superintendent shall retain any rights she has to continue receiving benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) or any other applicable federal or state law.

13.2.4 The severance pays and accrued and unpaid benefits specified above will be paid by

AIMS to Superintendent in equal monthly installments until the last month remaining under this Agreement.

13.3 By the Board for cause.

13.3.1 The Board may elect to terminate this Agreement for cause upon sixty (60) days written notice to the Superintendent. Grounds for termination for cause shall include, the following:

- (a) Performance of any action which is inconsistent with AIMS' Board written policies.
- (b) Engagement in fiscal or financial mismanagement of AIMS, which conduct leads to revocation under Education Code section 47607.
- (c) Commission of a material violation of the any of the conditions, standards, or procedures set forth in the AIMS charters, which, if committed, leads to revocation under Education Code section 47607
- (d) Revocation or failure to renew all of the AIMS charters.

(g) Conduct enumerated in Section 44932 of the California Education Code.

13.3.2 Dismissal for cause shall be effective upon action taken by majority vote of the Board at a closed session of the Board. With the exception of any salary and benefits accrued prior to Board action, all salary and benefits provided for in this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to Board action shall be paid to the Superintendent within thirty (30) days of Board action.

13.3.3 Prior to any Board action, the Board shall provide the Superintendent notice in writing of possible termination for cause, including reasons for proposed termination for cause, at least thirty (45) days prior to the Board meeting to discuss and take possible action to terminate the Superintendent for cause. The Superintendent shall have the opportunity to appear before the Board with her counsel and to present evidence at the meeting to discuss and take possible action to terminate the Superintendent for cause. Within five days of the Board's decision to terminate the Superintendent, the Board shall provide the Superintendent a written decision, including reasons, for terminating the Superintendent for cause.

13.4 By the Superintendent at any time during this Agreement by providing the Board with thirty (30) days written notice. In the event the Superintendent exercises her option to terminate this Agreement, AIMS shall have no obligation to pay any severance amount unless the parties otherwise agree in writing.

13.5 By mutual agreement between the Board and the Superintendent at any time. In the event the parties mutually agree to terminate this Agreement, AIMS shall have no obligation to pay any severance amount unless the parties otherwise agree in writing.

13.6 If all of the AIMS charters are either revoked or not renewed, this Agreement shall automatically terminate upon the effective date of the revocation/nonrenewal of the charters, and without the need for any of the processes outlined in Section 13 above.

14. Fingerprinting CLEARANCE.

Fingerprint clearance for the Superintendent will be acquired through submitting the Superintendent's fingerprints to the California Department of Justice. The Superintendent will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

15. CHILD ABUSE AND NEGLECT REPORTING.

Superintendent understands and acknowledges that Superintendent is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Superintendent is responsible to report to an appropriate agency whenever Superintendent, in her professional capacity or within the scope of her employment, has knowledge of or observes a child whom Superintendent knows or reasonably suspects to have been the victim of child abuse or neglect. Superintendent understands and acknowledges that she must follow up on her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident. Superintendent understands and acknowledges that, as a mandated reporter, her identity shall be confidential and shall be disclosed only as provided in California Penal Code section 11167(d). Superintendent further understands that her identity will not be disclosed to AIMS without her consent or a court order. Superintendent acknowledges that AIMS has provided her with copies of California Penal Code sections 11165.7, 11166 and 11167.

16. CONFIDENTIALITY/CONFLICTS OF INTEREST.

The Superintendent understands that, while employed at AIMS, she will have access to confidential and proprietary information related to AIMS, its students and families. Superintendent will employ commercially reasonable and appropriate safeguards to ensure that this data is appropriately safeguarded. In addition, Superintendent shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship with any other agency or school or other enterprise that will in any way conflict with his/her employment and responsibilities with AIMS without prior consent of the Board.

17. CONFIDENTIAL INFORMATION.

17.1 All confidential information of AIMS that Superintendent has knowledge of or access to shall be the exclusive property of AIMS both during and after Superintendent's employment. Superintendent shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of AIMS, either during Superintendent's employment or at any other time thereafter, without the prior written consent of AIMS, except to the extent that such use or disclosure is made by reason of Superintendent's job responsibilities.

17.2 Superintendent shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Superintendent's employment with AIMS without the prior written consent of AIMS. Upon the termination of Superintendent's employment with AIMS, Superintendent shall deliver promptly and return to AIMS all such materials, along with all other School property in the Superintendent's possession, custody, or control.

17.3 For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding AIMS, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, mailing lists, whether electronic or hard copy, social media websites and contacts acquired through employment at AIMS, lesson plans, business plans, fundraising strategies, or benefits information.

18. APPLICABLE LAWS.

This Agreement is subject to all applicable laws and regulations of the State of California, to the rules and regulations of the State Board of Education as applicable to charter schools, except as otherwise stated herein. Said applicable laws, rules, regulations and policies are hereby made part of the terms and conditions of this Agreement as though fully set forth herein.

19. MEDIATION.

Before filing a lawsuit in respect of a dispute under this Agreement, a party claiming to be aggrieved ("aggrieved party") must first notify the other party ("other party") of its claim and initiate mediation under the mediation rules of the Judicial Arbitration and Mediation Service ("JAMS") unless the parties within thirty (30) days of the aggrieved party's notice agree upon a neutral mediator and a timetable for the mediation. If the parties cannot so agree, the mediation will be initiated by the aggrieved party and conducted by JAMS and each party will use its best efforts to mediate the dispute as expeditiously as possible. Unless (a) such mediation has been unsuccessful in resolving the dispute or (b) the other party has unreasonably delayed the mediation, the aggrieved party cannot file a lawsuit in respect of the dispute. The costs of mediation shall be borne by AIMS, including disputes regarding severance pay.

20. ENTIRE AGREEMENT.

It is expressly understood by both parties that any previous letter, email, or any other communication, whether oral or in writing, between the parties is null and void and of no legal force or effect. This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

21. SEVERABILITY.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in full force and effect.

22. NOTICES.

Any notice required or permitted under this Agreement will be in writing and deemed to have been duly given on the date of service if served personally, or on the third day after mailing if mailed, first class postage prepaid, return receipt requested, and addressed to the addressee at the

address stated opposite her name below, or at the most recent address specified by written notice given to the sender by the addressee under this provision.

If at any time during the term of this Agreement the Superintendent knowingly becomes a finalist for the position of Superintendent (or similar position) of a school district or other charter school, or a finalist for the position of Executive Director at another charter school, the Superintendent shall notify the Board President. If the Superintendent fails to inform the Board President, such failure will be deemed to constitute a material breach of this Agreement and the Board may then terminate this Agreement for cause in accordance with this Agreement.

23. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

24. INDEMNIFICATION OF SUPERINTENDENT.

In accordance with the provisions of California Government Code Section 995, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity that are related to her employment as Superintendent of AIMS, or in her official capacity as agent and employee of AIMS, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of her employment; and provided further, that such liability coverage is within the authority of AIMS to provide under California law. AIMS shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Contract and any extensions thereof and after her employment with AIMS ends. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the opinion of legal counsel to AIMS or counsel to the insurance carrier to AIMS, a conflict exists with regards to providing a defense to Superintendent under AIMS insurance policy and the insurance carrier and/or AIMS does not provide and assign separate counsel to represent Superintendent, then Superintendent may engage separate legal counsel for which AIMS shall indemnify Superintendent for costs and legal fees to such items for which AIMS has agreed to provide indemnification as stated above. Those costs and legal fees shall not exceed reasonable rates and amounts, provided that such legal costs and fees are not recoverable by Superintendent under any other insurance or professional association membership.

25. SAFETY

In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will at AIMS expense provide appropriate security measures for the safety of the Superintendent and Superintendent's family.

26. WAIVERS.

No delay or omission on the part of either party in exercising any rights under this Agreement constitutes a waiver of the right or of any other right. A waiver or estoppel found in one instance

...



does not constitute a waiver or estoppel in another instance, whether the circumstances are the same or different.

27. ACCEPTANCE OF EMPLOYMENT

By signing below, the Superintendent declares as follows:

- a. I have read this Agreement and accept employment with AIMS on the terms specified herein.
- b. All information I have provided to AIMS related to my employment and qualifications is true and accurate.
- c. California Penal Code sections 11165.7, 111 66. and 11167 are enclosed.
- d. This is the entire agreement between **AIMS** and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

SUPERINTENDENT

Date:

GOVERNING BOARD OF AND ON BEHALF OF AMERICAN INDIAN MODEL SCHOOLS

Date: _ _ _ _ _

AIMS Board President

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: C. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:

Related Material:

AIMS Employment Contract 2018-2019 Brielle Washington (Signed).pdf
Combined - AIMS Employment Contract 2018-19.pdf
Jeong Kinser 18-19_signed.pdf
AIMS Employment Contract 2018-2019 Lawrence Migdale (Signed).pdf
AIMS Employment Contract 2018-2019 Eric Lee (Signed).pdf
Fred Schobert 2018-19.pdf
AIMS Employment Contract 2018-2019 Melissa Ha (Signed).pdf
AIMS Employment Contract 2018-2019 Mohammad Masalmeh (Signed).pdf
2018 Contract signatures Ruff.pdf
Nhi Nguyen.pdf
Jeong Kinser.pdf
AIMS Employment Contract + Extended Year 2018-2019 Devyn Gilman.pdf
AIMS Employment Contract 2018-19 Janet Blondeau (Signed).pdf
School Year 18-19 Bella.pdf
AIMS Employment Contract 2018-19 Nhi Chau (Signed).pdf
Jeong Kinser 18-19_signed.pdf
AIMS Employment Contract 2018-2019 Lawrence Migdale (Signed).pdf
AIMS Employment Contract 2018-2019 Melissa Ha (Signed).pdf
Alexander Lee 2018-19.pdf
AIMS Employment Contract 2018-2019 Mohammad Masalmeh (Signed).pdf
Anna Bach 2018-19.pdf
Alyssa Puga 2018-19.pdf
Carlos Rodriguez 2018-19.pdf
Brian Cabrera 2018-19.pdf
Classified Management 2018-19 - Kim Moebius.pdf
Alma Solis 2018-19.pdf
Fenglin Wu 2018-19.pdf
Charlton Sharpe 2018-19.pdf
Daniel Marks 2018-19.pdf
Erik Olson 2018-19.pdf
Extended-Bella.pdf
Irene Vega 2018-19.pdf
Francisco Reyes 2018-19.pdf
Fred Schobert 2018-19.pdf
Fred Schobert 2018-19 (2).pdf
Joshua Weiss 2018-19.pdf
Joshua Peralta 2018-19.pdf
Jesse Rubino 2018-19.pdf
Jard Davis 2018-19.pdf
Joyce Yuan 2018-19.pdf
Jeong Kinser.pdf
Justin Shelmire 2018-19.pdf
Kevin Ma 2018-19.pdf
Luis Hernandez 2018-19.pdf
Lauren Dascole 2018-19.pdf
Kristina Case 2018-19.pdf
Luis Garnica 2018-19.pdf
Maria Lacebal-Valdez 2018-19.pdf
Maryetta Golden 2018-19.pdf
Madeleine Seiwald 2018-19.pdf
Morning Star Vasquez 2018-19.pdf
Michael Esola 2018-19.pdf
Nemanja Radmanovic 2018-19.pdf
MatthewGordanAIPHScontract.pdf
Natalie Glass 2018-19.pdf

Nhi Nguyen.pdf
Peter Choi 2018-19.pdf
Sabrina Clark 2018-19.pdf
Sharon Lo 2018-19.pdf
Rebecca Gustafson-O'Hare 2018-19.pdf
Taylor Moxon 2018-19.pdf
School Year 18-19 Bella.pdf
Vanessa Oden 2018-19.pdf
Stephanie Gaston 2018-19.pdf
Sharroky Hollie 2018-19.pdf
Zubida Bakheit 2017-18.pdf
2018 Contract signatures Ruff.pdf
Wen Liu 2018-19.pdf
AIMS Employment Contract + Extended Year 2018-2019 Devyn Gilman.pdf
Zubida Bakheit Extended Year 2018.pdf
Teresa Saefong 2018-19.pdf
Aileen Wang 2018-19.pdf
Zubida Bakheit 2018-19.pdf
AIMS Employment Contract 2018-19 Alma Morales (Signed).pdf
AIMS Employment Contract 2018-19 Erin Oh (Signed).pdf
AIMS Employment Contract 2018-19 Janet Blondeau (Signed).pdf
AIMS Employment Contract 2018-19 Marisol Magana (Signed).pdf
AIMS Employment Contract 2018-19 Christopher Ahmad (Signed).pdf
AIMS Employment Contract 2018-19 Larry Atkins (Signed).pdf
AIMS Employment Contract 2018-19 Vannee Chand (Signed).pdf
AIMS Employment Contract 2018-19 Peter Saechao (Signed).pdf
AIMS Employment Contract 2018-2019 Eric Lee (Signed).pdf
AIMS Employment Contract 2018-19 Nhi Chau (Signed).pdf
AIMS Employment Contract 2018-2019 Brielle Washington (Signed).pdf

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Brielle Washington

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Brielle Washington (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Brill Wash Date: 4/24/18

Address: 1221 E 20th St #301 Oakland, CA 94606

Telephone: (510) 967-0171

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Brielle Washington (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alma Morales

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Alma Morales (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Human Resources and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$67,915.75 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Alma Morales Date: May 7th, 2018
Address: 9100 D Street Apt B, Oakland CA 94603
Telephone: 510-677-8337

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Christopher Ahmad

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Christopher Ahmad (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written

assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
- iv. Acknowledge that his/her continuing employment with the Charter School

is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.

- v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above

mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without

Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

II. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5-10-18

Address: 1825 Capistrano Way, Burlingame, CA 94010

Telephone: 925-325-6523

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Erin Oh

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Erin Oh (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will

carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. **Credential/Certificate:**

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are

now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party

makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Jim Ok Date: 5/8/18

Address: 3090 Glascock St #112, Oakland, CA

Telephone: 760.213.2052

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT)**

PAGE 10 OF 10

DOCS 2553199.2

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Janet Blondeau

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Janet Blondeau (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 4/23/18
Address: 3271 Latimer Place, Oakland, CA 94609
Telephone: 510-908-0700

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Janet Blondeau ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



Employee

4/23/18

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Larry Atkins

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Larry Atkins (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Business Services and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$61,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

c. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2-6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. **CONDITIONS OF EMPLOYMENT:**

- a.) **Extracurricular Assignments:** Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Lany Ashburn Date: 5/7/18
Address: 867 Paloma Ave, Oakland, CA 94610
Telephone: (510) 830-7643

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Marisol Magana

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Marisol Magana (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Data, Accountability, and Operations Director and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$85,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

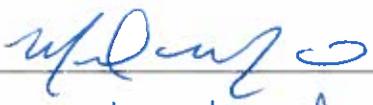
f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/14/18

Address: 3830 International Blvd. #120, Oakland, CA 94601

Telephone: 510-301-6015

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Chau

This EMPLOYMENT AGREEMENT is entered into this April 9, 2018, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Nhi Chau (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Resource Specialist**

A copy of the job specification for the position of Resource Specialist is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be ^{N.C.} \$52,320 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.
- c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Credential	06/01/2019
Education Specialist	06/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee’s California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School’s offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-20-2018

Address: 156 Selwyn Drive Apt #2 Milpitas CA 95035

Telephone: 415-654-3911 Social Security Number: 567-97-8543

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Nhi Chau**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 7-26-2018

Address: 156 Selwyn Drive Apt# 2 Milpitas CA 95035

Telephone: 415-684-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: May 7, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Nhi Chau

2017-18 Annual Salary -	\$52,320.00
2018-19 Annual Salary -	\$53,105.00
2018-19 Extended Year Salary -	\$3,913.00

C: Maya Woods-Cadiz, Superintendent

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-26-2018

Address: 156 Schuyler Drive Apt#2 Milpitas CA 95035

Telephone: 415-654-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Nhi Chau (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date



American Indian Model Schools

Verification of Previous Work Experience

Human Resources
 171 12th Street
 Oakland, CA 94607

Employee Section

Employee Name: Nhi Chau

Employee Social Security Number: XXX-XX-8543

Employer Section

Hire Date: 8/22/2014 Termination Date: 2/28/2018

Job Title	Certificated Position?	School Year	FTE	Number of Days in School Year	Number of Days Employee Worked
Sub Teacher	Yes	2014/15	1.0	185	122
Sub Teacher	Yes	2015/16	1.0	187	119
Sub Teacher	Yes	2016/17	1.0	185	95
Sub Teacher	Yes	2017/18	1.0	185	69

District/Organization: Garden Grove Unified

Address: 10331 Stanford Ave, Garden Grove, CA 92840
Street City State Zip Code

Contact Email: pwakefield@ggusd.us

Contact Phone Number: (714) 663-6310

Authorized Official:

Pam Wakefield Substitute Coordinator Pam Wakefield 4/23/18
Print Name Job Title Signature Date

Please mail to the Human Resources Department at the address listed above or email to hr@aimschools.org

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Peter Saechao

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Saechao (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Human Resources and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$70,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Peter Saechao Date: 5/11/18

Address: 9652 Apple Mill Drive Elk Grove, CA 95624

Telephone: 510-230-5690

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Vannee Chand

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Vannee Chand (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (ELD) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance

compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Vanier Chad Date: 5/10/18

Address: 172 Coloma Way, Vallejo, CA 94589

Telephone: 510-938-3670

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Brielle Washington

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Brielle Washington (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Brill Wash Date: 4/24/18

Address: 1221 E 20th St #301 Oakland, CA 94606

Telephone: (510) 967-0171

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Brielle Washington (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

<u>Bruce Wash</u>	<u>4/24/18</u>
Employee	Date
<hr/>	<hr/>
Dean	Date
<hr/>	<hr/>
Superintendent	Date
<hr/>	<hr/>
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Eric Lee

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Eric Lee (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Emi Liu Date: 4/23/18

Address: 409 International Blvd #B

Telephone: (510) 507-2936

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Lawrence Migdale**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *[Signature]* Date: 4/22/18
 Address: 23 WHITEHALL DR / ORINDA CA 94553
 Telephone: 510 612 2572

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

*I WILL BE AWAY FROM THE USA
1ST SEPTEMBER, 2018 THRU 5TH OCTOBER,
2018*

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: _____

Lawrence Migdale

Date: _____

4/22/18

Address: _____

23 WHITEHALL DR

ORINDA

CA 94565

Telephone: _____

510 612 2572

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Melissa Ha

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Melissa Ha (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/23/18

Address: 5337 San Simeon Pl. Castro Valley CA 94552

Telephone: (510) 882-090

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)



FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Mohammad Masalmeh

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Mohammad Masalmeh (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/13

Address: 685 Dartmore Ln #263

Telephone: 5164587015

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Mohammad Masalmeh (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Mohammad Masalmeh

Employee

4/23

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alexander Lee

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Alexander Lee (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$57,347.50 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave ("PSL"):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/25/18

Address: 3115 Chestnut Street, Oakland, CA 94608

Telephone: 626-827-2260

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Alma Solis

2017-18 Annual Salary -	\$53,901.00
2018-19 Annual Salary -	\$54,710.00
2018-19 Extended Year Salary -	\$4,031.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Alma Solis**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alma Solis (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Alma Solis Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510 - 910 - 3382

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Alma Solis* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Alma Solis* Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510-910-3382

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alma Solis

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alma Solis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$53,901 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

02/01/2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/25/17

Address: 4949 Artochi Ln, Union City CA 94587

Telephone: 510 910 3382 Social Security Number: 566 83 2159

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
Signature of AIMS Board

 Date: 4-19-17
Superintendent of AIMS

1

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Alma Solis (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

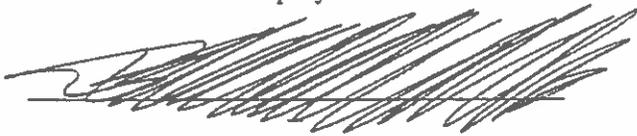
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

4/25/17

Date



Dean

4-19-17

Date



Superintendent

4.19.17

Date



AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Alyssa Puga**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alyssa Puga** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/9/18

Address: 26000 San Leandro Blvd Apt#1101

Telephone: (831) 229-3693

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

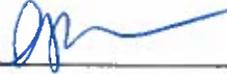
Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alyssa Puga** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 5/4/18

Address: 2600 San Leandro Blvd Apt#1101

Telephone: (831) 229-3693

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alyssa Puga

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alyssa Puga (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions:

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 4/25/17

Address: 259 Wilson St

Telephone: (831) 229-3693 Social Security Number: 626-34-1456

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS

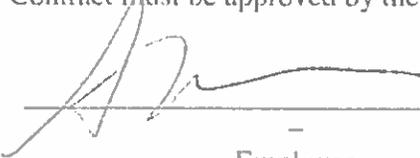
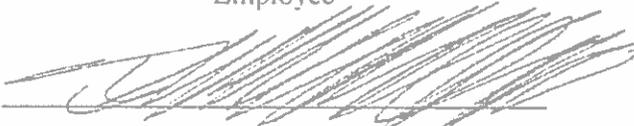
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Alyssa Puga (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,913**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4/25/17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4/19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Anna Bach

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Anna Bach (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,817.71 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18

Address: 2740 22nd Ave Oakland, CA 94606

Telephone: 510-316-4925

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Brian Cabrera**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Brian Cabrera* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Brian Cabrera Date: 4-24-18

Address: 1560 Jackson St. #24 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Brian Cabrera* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Brian Cabrera* Date: 4-24-18

Address: 1560 Jackson St #27 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Brian Cabrera

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Brian Cabrera (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

11/01/2017

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- 1. Immediately register each credential with all appropriate agencies.**
 - 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.**
 - 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.**
 - 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.**
 - 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.**
 - 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.**
- c. Extracurricular Assignments: EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.**

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 4-21-17

Address: 1560 Jackson St. #24

Telephone: 517-932-6069 Social Security Number: 370-94-5949

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-17-17
Superintendent of AIMS



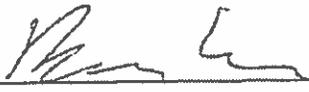
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Brian Cabrera ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. **Best Efforts of Employee.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. **Compensation of Employee.**
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. **Compliance with Employer's Rules.** Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

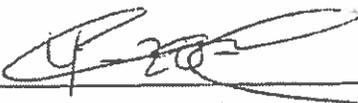
defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



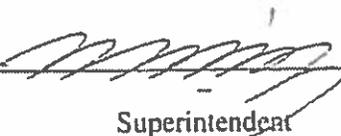
Employee

4-21-17
Date



Dean

4-20-17
Date



Superintendent

4-19-17
Date



AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Carlos Rodriguez

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Carlos Rodriguez (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor,

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Carlos Rodriguez Date: 4/27/18

Address: 4737 Ygnacio Ave - Apt 5 Oakland CA 94601

Telephone: 510-689-8018

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Charlton Sharpe**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Charlton Sharpe** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Charlton Sharpe Date: 4/24/18
 Address: 2025 Arroyo Drive
 Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Charlton Sharpe** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Charlton Sharpe Date: 4/26/18
 Address: 2025 Aragon Drive
 Telephone: 925-207-1903

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Charlton Sharpe

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Charlton Sharpe (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,120** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Charlt Sly Date: 4/21/17

Address: 2025 Aragon Drive

Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 7-19-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Charlton Sharpe (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Charles Sly
Employee

4/21/17
Date

[Signature]
Dean

4-20-17
Date

[Signature]
Superintendent

4-19-17
Date

[Signature]
AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kim Moebius

This Employment Agreement (“Agreement”) is entered into on July 1st, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kim Moebius (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [240] work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Executive Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that

Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,975.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act,

Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

- July 4 - Independence Day
- September 3 - Labor Day
- November 12- Veteran’s Day
- January 21 - Martin Luther King Day
- February 18 - President’s Day
- May 27 - Memorial Day

- TBD Thanksgiving Day Recess
- TBD Winter Break
- TBD Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable

accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent v of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her

initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]
Between
American Indian Model Schools
and
Daniel Marks

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/26/18

Address: 964 Estudillo Ave San Leandro CA 94577

Telephone: 209-298-8909

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18

Address: 964 Estudillo Ave San Leandro CA 94577

Telephone: 209-298-8909

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Daniel Marks

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Daniel Marks (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,120.00** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential
Single Subject: English

Expires
 06/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

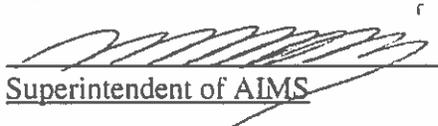
Employee Signature:  Date: 5/16/17

Address: 964 Estudillo Ave. San Leandro CA 94577

Telephone: 209-298-8909 Social Security Number: 556-91-6939

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
Signature of AIMS Board

 Date: 5-3-17
Superintendent of AIMS

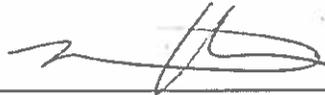
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Daniel Marks ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,988, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	<u>5/16/17</u> _____
Employee	Date
 _____	<u>5/18/17</u> _____
Dean	Date
 _____	<u>5-3-17</u> _____
Superintendent	Date
 _____	<u>7/20/2017</u> _____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

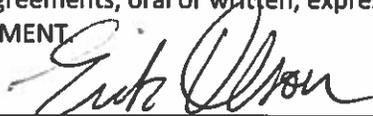
**Between
American Indian Model Schools
and
Erik Olson**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Erik Olson** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 27 Apr 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

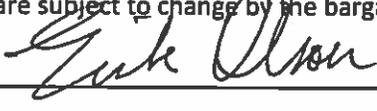
Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Erik Olson** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 27 Apr 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Erik Olson

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Erik Olson (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,932** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject: Social Science	06/01/2020
Single Subject: Foundational Math	06/01/2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE'S failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE'S exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE'S employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Erik Olson* Date: 15 MAY 2017

Address: _____

Telephone: _____ Social Security Number: _____

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 5-3-17
Superintendent of AIMS

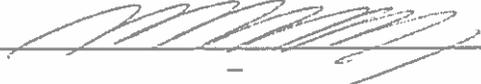
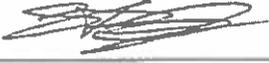
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Erik Olson (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>5/15/2017</u> Date
 _____ Dean	<u>5/4/17</u> Date
 _____ Superintendent	<u>5-3-17</u> Date
 _____ AIMS Board	<u>7/20/2017</u> Date

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nicole Bella** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Abel Date: 4/27/18

Address: 76 Glashaus Loop Emeryville CA 94608

Telephone: (714) 747-7301

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Fenglin Wu**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Fenglin Wu** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Fenglin Wu Date: 4/25/18
 Address: 679 10th ST, Oakland, CA 94607
 Telephone: 415-866-9986

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Fenglin Wu** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Fenglin Wu Date: 4/25/18
 Address: 679 10th ST, Oakland, CA 94607
 Telephone: 415-866-9986

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Francisco Reyes

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Francisco Reyes (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/24/10

Address: 4611 Merz St. Oakland CA 94601

Telephone: 510 735 6281

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Fred Schobert

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
Address: 2200 Gellert Blvd # 6206 South SF, 94080
Telephone: 925.864.5942

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

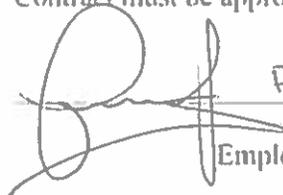
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.


Fred Schubert
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Fred Schobert

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
Address: 2200 Geller Blvd # 6206 South SF, 94080
Telephone: 925.864.5942

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

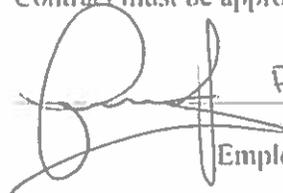
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.


Fred Schubert
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Irene Vega

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Irene Vega (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 2631 39th Ave Oakland CA 94619

Telephone: (510) 500-6499

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jard Davis**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jard Davis Date: 4-30-18
 Address: 2702 Jette Dr. Richmond, CA, 94804
 Telephone: (407) 375-0900

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jard Davis Date: 4-30-18

Address: 2702 Jetty Drive, Richmond, CA, 94804

Telephone: (407) 375-2900

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jard Davis

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jard Davis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,120.00 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
<u>Single Subject: Physical Education</u>	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jud Daw Date: 6-9-17
 Address: 2762 Jetty Dr. Richmond CA, 94804
 Telephone: (407)375-0900 Social Security Number: 524-59-6792

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
 Signature of AIMS Board

[Signature] Date: 6-7-17
 Superintendent of AIMS



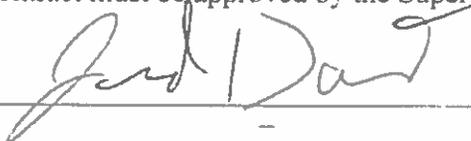
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jared Davis (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,988.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

6-9-17
Date

Dean

Date



Superintendent

6-9-17
Date



AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **510-789-8667**

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. COMPENSATION AND BENEFITS:

a. **Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser (EMPLOYEE)**.

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **(510) 789-8667**

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



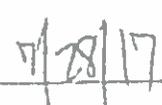
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	07/31/2017 _____ Date
 _____ Dean	 _____ Date
 _____ Superintendent	7-28-17 _____ Date
_____ AIMS Board	_____ Date

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jeong Kinser Date: 4/23/2018
 Address: 31297 San Andreas Drive, Union City, CA 94587
 Telephone: 510-789-8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
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- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510 - 789 - 8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jeong Kinser

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

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3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	07/31/2017 _____
Employee	Date
 _____	7/28/17 _____
Dean	Date
 _____	7-28-17 _____
Superintendent	Date
_____	_____
AIMS Board	Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jesse Rubino

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jesse Rubino**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jesse Rubino** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Jesse Rubino* Date: 4/27/18

Address: 30375 Vanderbilt St - Hayward CA 94544

Telephone: 510-475-0846

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jesse Rubino** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jesse Rubino III Date: 4/27/18
 Address: 30375 Vanderbilt St. Hayward Ca 94541
 Telephone: 510 475-0846

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jesse Rubino III

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jesse Rubino III (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	July 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10-24-17

Address: 30375 Vanderbilt St. Hayward Ca 94544

Telephone: 510-475-0846 Social Security Number: 571-85-6116

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/27/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year 2017]**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Jesse Rubino III ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through (August 18, 2017). Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings

5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an atwill employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include I-leath Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Jesse Rubino III

Employee

7-30-17

Date

Toreyta Puro

Dean

Date

7-28-17

[Signature]

Superintendent

7-28-17

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Joshua Peralta**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joshua Peralta** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/27/18

Address: 3820 MacArthur Blvd #2, Oakland, CA

Telephone: (562) 753-1700 94619

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joshua Peralta** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/27/18
 Address: 3820 MacArthur Blvd # 2, Oakland, CA 94619
 Telephone: (562) 753-1700

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joshua Peralta

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Peralta (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,932 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Credential: English	01/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/10/17
 Address: 3820 MacArthur Blvd #2
 Telephone: (562) 753-1700 Social Security Number: _____

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 5-3-17
 Superintendent of AIMS



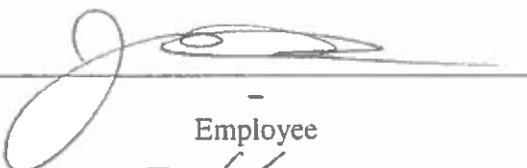
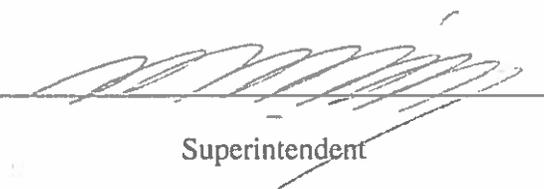
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joshua Peralta (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>5/10/17</u> _____ Date
 _____ Dean	<u>5.9.17</u> _____ Date
 _____ Superintendent	<u>5-3-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Joshua Weiss

2017-18 Annual Salary -	\$57,441.00
2018-19 Annual Salary -	\$58,302.00
2018-19 Extended Year Salary -	\$4,296.00

C: Maya Woods-Cadiz, Superintendent

4/27/18

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: _____

Date: _____

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

_____ Date: _____

Signature of AIMS Board

_____ Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Joshua Weiss**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/27/18

Address: 106 Boyd Road, Apt 103, Pleasant Hill, CA 94523

Telephone: 302-531-8144

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joshua Weiss

This EMPLOYMENT AGREEMENT is entered into on August 14th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Weiss (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$57,441 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	May 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10/27/17

Address: 100 Boyd Road Apt. 103

Telephone: 302-531-8144 Social Security Number: 174-64-8272

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joshua Weiss (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,232**, less applicable withholding and authorized deductions, for work to be performed from **August 1, 2017** through **August 18, 2017**. Employee will be paid on **August 15, 2017** and **August 31, 2017**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Employee

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

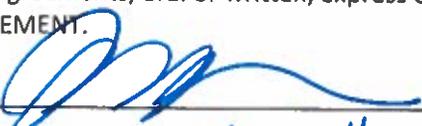
**Between
American Indian Model Schools
and
Joyce Yuan**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joyce Yuan** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/26/18

Address: 401 Cornell Ave. #1 Albany, CA 94706

Telephone: 530-276-3752

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joyce Yuan** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18
 Address: 401 Cornell Ave. #11 Albany CA 94706
 Telephone: (530)276-3752

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joyce Yuan

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joyce Yuan (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

09/01/2018

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

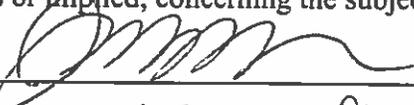
- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

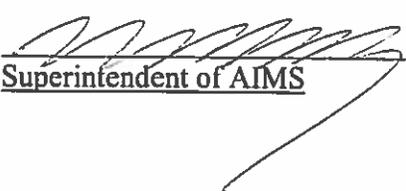
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/17
 Address: 1420 B Neilson Street Berkeley CA 94702
 Telephone: (530)276-3752 Social Security Number: 622-78-3769

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-19-17
 Superintendent of AIMS

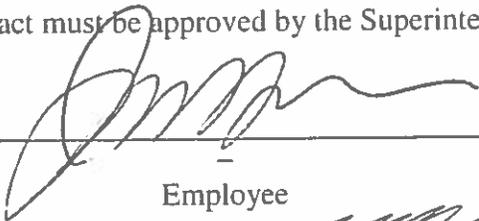
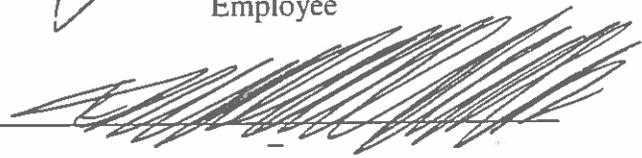
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joyce Yuan (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,972**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4-24-17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4-19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Justin Shelmire

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Justin Shelmire (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for “Cause.” “Cause” shall include, but is not limited to, breach of this Agreement; the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *J. Helmiu* Date: 04/27/18

Address: 7917 Greenly Drive Oakland, CA 94605

Telephone: 510-867-0324

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kevin Ma

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kevin Ma (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *Kamm* Date: 4/27/18

Address: 2416 Marina Blvd San Leandro, CA, 94577

Telephone: 510-388-3897

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kristina Case

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kristina Case (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: KARIM M. AZE Date: 5/1/2018

Address: 11715 Foggo Dr

Telephone: (925) 544-8556

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

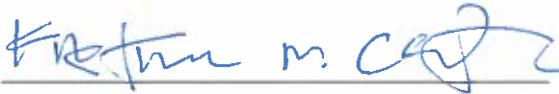
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

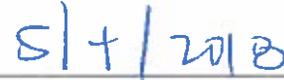
This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Kristina Case (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
*Lauren Dascole***

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Lauren Dascole*** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Lauren Dascole* Date: *4/30/18*

Address: *724 Wimbledon Road Walnut Creek, CA 94598*

Telephone: *(925) 465-4099*

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Lauren Dascole** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Lauren Dascole Date: 4/30/18

Address: 724 Wimbledon Rd. Walnut Creek, CA 94598

Telephone: (925) 465-4099

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Lauren Dascole

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Lauren Dascole (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$59,634** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

07/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Lauren Gascole Date: 4/21/17

Address: 724 Wimbledon Road Walnut Creek, CA 94598

Telephone: (925) 465-4099 Social Security Number: 617-01-7925
(925) 286-9986 (cell)

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Lauren Dascole (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,394**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Lauren Darcole

Employee

4/21/17

Date

[Signature]

Dean

4-20-17

Date

[Signature]

Superintendent

4-19-17

Date

[Signature]

AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Luis Garnica**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Luis R. Garnica Date: 4/27/18

Address: 2697 66th Ave, Oakland CA

Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Luis R. Garnica Date: 4/27/18

Address: 2697 66th Ave, Oakland CA

Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Luis Garnica

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Luis Garnica (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$54,932 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	June 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *[Signature]* Date: 10/25/17

Address: 2697 66th Ave, Oakland CA 94605

Telephone: (664) 300 1882 Social Security Number: 615-05-9594

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Luis Garnica ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

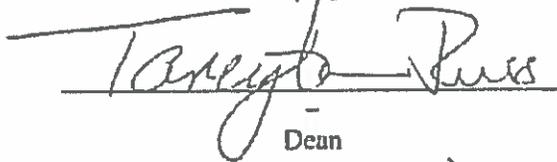
- 6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. **Contract must be approved by the Superintendent.**



Employee

8/8/17

Date



Dean

7-28-17

Date



Superintendent

7-28-17

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Luis Hernandez

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Luis Hernandez (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$18.30 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 4/24/2016

Address: 2525 10th Ave Apt #2 Oakland, CA 94609

Telephone: 510-500-7719

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Madeleine Seiwald

2017-18 Annual Salary -	\$54,120.00
2018-19 Annual Salary -	\$54,932.00
2018-19 Extended Year Salary -	\$4,048.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

**Between
American Indian Model Schools
and
Madeleine Seiwald**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: MS Date: 4/27/18

Address: 42 1453 86th St Berkeley CA 94702

Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/27/18
 Address: 1453 66th St Berkeley CA 94702
 Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Madeleine Seiwald

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Madeleine Seiwald (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$54,120 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

08/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

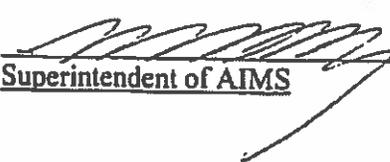
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/21/17
 Address: 1453 66th St Berkeley CA 94702
 Telephone: 510 325 8472 Social Security Number: 608 52 3065

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-19-17
 Superintendent of AIMS



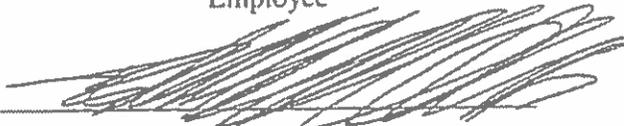
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Madeleine Seiwald ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

 _____	<u>4/21/17</u> _____
Employee	Date
 _____	<u>4-19-17</u> _____
Dean	Date
 _____	<u>4-19-17</u> _____
Superintendent	Date
 _____	<u>7/20/2017</u> _____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

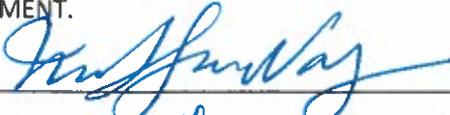
**Between
American Indian Model Schools
and
Maria Lacebal-Valdez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacebal-Valdez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-18

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacebal-Valdez** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-27-18

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Maria Lacebal-Valdez

This EMPLOYMENT AGREEMENT is entered into on August 2nd, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maria Lacebal-Valdez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$56,363 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE’s employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE’s employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10-27-2017

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415 298-5991 Social Security Number: -6257

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Maria Lacedal-Valdez (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,153**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

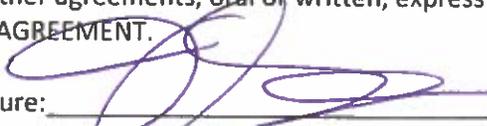
Between
American Indian Model Schools
and
Maryetta Golden

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Maryetta Golden* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-24-2018

Address: 220 78 ARBOR AVE APT 424

Telephone: 510 258 3744

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

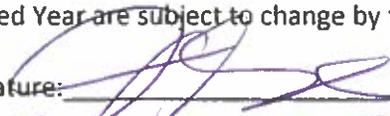
Attachment: 2017-18 Fixed Term Employment Agreement

11

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maryetta Golden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-24-18

Address: 22078 ARBOR AV APT 426

Telephone: 510 258 3744

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Maryetta Golden

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maryetta Golden (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$58,067.00** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Provisional Internship Permit	09/01/2017
Multiple Subject Credential	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

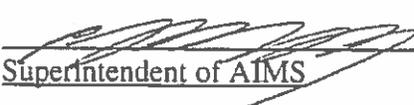
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-2017
 Address: 22078 Arbor Ave. # 424
 Telephone: 510 258 3744 Social Security Number: 498 52 3039

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-27-17
 Superintendent of AIMS



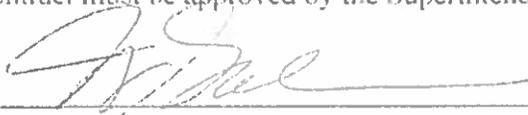
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Maryetta Golden (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,279.00**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

4-27-2017

Date



Dean

4-27-17

Date



Superintendent

4-27-17

Date



AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Matthew Gordan

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Matthew Gordan (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (College Bound Kids) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: _____.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance

compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/8/18

Address: 185 Athol Ave, Apt. 27, Oakland, CA 94606

Telephone: 919-332-2462

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Michael Esola

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Michael Esola (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$50,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave (“PSL”):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Michael Good Date: 4/24/18
Address: 1454 Santa Teresa Drive, Pittsburg, CA 94565
Telephone: 650 823 1419

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Michael Esola (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,709.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

<u>Michael Asola</u> - Employee	<u>4/27/18</u> - Date
_____ - Dean	_____ - Date
_____ - Superintendent	_____ - Date
_____ - AIMS Board	_____ - Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Morning Star Vasquez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Morning Star Vasquez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vasquez Date: 7/27/2018

Address: 565A Pacific Ave. Alameda, CA 94501

Telephone: 707-486-0468

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Morning Star Vasquez** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Morning Star Vasquez Date: 4/27/2018

Address: 565A Pacific Ave. Alhambra, CA 94501

Telephone: (707) 486 0468

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Morning Star Vasquez

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Morning Star Vasquez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

I. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$52,320 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vasquez 10/25/2017

Address: 505A Pacific Avenue

Telephone: 707-486-0468 Social Security Number: 570-57-2096

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Morning Star Vasquez (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Morning Star Vasquez

Employee

7/31/2017

Date

[Redacted Signature]

Dean

7/28/17

Date

[Redacted Signature]

Superintendent

7-28-17

Date

AIMS Board

Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Natalie Glass

2017-18 Annual Salary -	\$53,105.00
2018-19 Annual Salary -	\$53,901.00
2018-19 Extended Year Salary -	\$3,972.00

C: Maya Woods-Cadiz, Superintendent

4/30/18

* I'd like to meet w/ Rob Mayfield to discuss yrs. of teaching experience and to make sure that I'm at the correct salary step/schedule.

A handwritten signature in blue ink, appearing to read 'Natalie Glass', with a long, sweeping underline.

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Natalie Glass**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie Glass Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 856-6274

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

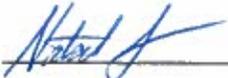
Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 850-6274

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Natalie Glass

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Natalie Glass (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

Pre-Service
Statement of Release
Aug 1, 17 deadline 8/21

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie [Signature] Date: 4/23/17

Address: 525 Sunnyview Drive #103

Telephone: (916) 856-6274 Social Security Number: 602-07-3414

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS

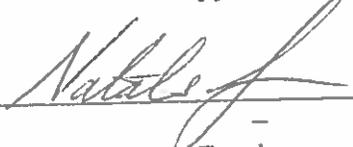
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Natalie Glass (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,913**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



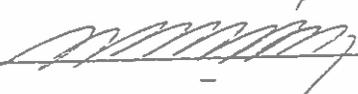
Employee

4/23/17
Date



Dean

4/20/17
Date



Superintendent

4-19-17
Date



AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nemanja Radmanovic

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nemanja Radmanovic (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 5/4/2018

Address: 3840 Yorkshire St

Telephone: 570 862 5132

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Nguyen

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nhi Nguyen (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Mr. Nyman Date: 4-26-18

Address: 2627 Benvenue Avenue Berkeley, CA 94704

Telephone: 510-710-1329

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Peter Choi

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Choi (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/17/2018

Address: 3537 Quigley Street Oakland, CA 94619

Telephone: (510) 417-9012

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Rebecca Gustafson-O'Hare**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Rebecca Gustafson-O'Hare (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Rebecca Gustafson-O'Hare Date: April 26, 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Rebecca Gustafson-O'Hare** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Rebecca S. Gustafson - O'Hare Date: April 26, 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Rebecca Gustafson-O'Hare

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Rebecca Gustafson-O'Hare (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$57,525 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

04/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Richard G. Gub...* Date: April 24, 2017

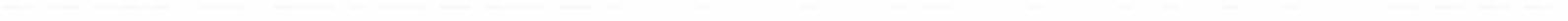
Address: 245 Lee Street, Oakland, CA 94610

Telephone: (510) 709-8120 Social Security Number: 553-33-2684

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Rebecca Gustafson-O’Hare (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,239**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Patricia C. Gubert-Office

Employee

April 24, 2016

Date

[Redacted Signature]

Dean

4-13-17

Date

[Signature]

Superintendent

4-19-17

Date

[Signature]

AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sabrina Clark

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sabrina Clark (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sabrina [Signature] Date: 4-27-18

Address: 230 Wayne Ave Apt 209

Telephone: 630.209.2757

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sharon Lo

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharon Lo (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 152 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$39,474.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 5/4/18

Address: 2505 Stuart St Berkeley, CA 94705

Telephone: (415) 533-9296

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

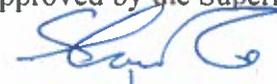
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Sharon Lo (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$2,857.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.



Sharon Lo

Employee

5/4/18

Date

Dean

Dean

Date

Date

Superintendent

Superintendent

Date

Date

AIMS Board

AIMS Board

Date

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sharroky Hollie

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharroky Hollie (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$45,628.00 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave (“PSL”):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 9944 Voltaire Ave, Oakland, CA 94603

Telephone: 310 905 2075

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

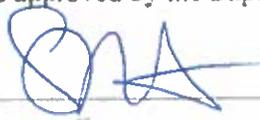
**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Sharroky Hollie ("Employee").

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,362.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

 _____ Employee	<u>04/26/2018</u> _____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Stephanie Gaston

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Stephanie Gaston (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-26-18

Address: 1271 Washington Ave # 595 San Leandro, CA
94577

Telephone: 510-932-3562

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Stephanie Gaston (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

 _____ Employee	<u>4-26-18</u> _____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Taylor Moxon

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Taylor Moxon (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for “Cause.” “Cause” shall include, but is not limited to, breach of this Agreement; the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/30/18

Address: 1518 4th Ave. #2 Oakland, CA 94606

Telephone: (925)348-5611

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

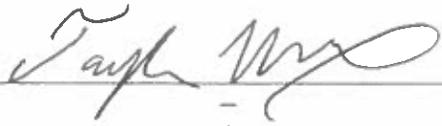
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Taylor Moxon (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4/30/2018</u> _____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Teresa Saefong**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/18
 Address: 2117 15th Ave SAC, CA 95820
 Telephone: (916) 712-3351

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/24/18
 Address: 4216 Sierra Vista Ave Sac, CA 95820
 Telephone: (916) 72-3351

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Teresa Saefong

This EMPLOYMENT AGREEMENT is entered into on October 9th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Teresa Saefong (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Counselor is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,105 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School. at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice. at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 11/27/17

Address: 6410 Excelsior Rd Sac, CA 95829

Telephone: (916) 895-9617 Social Security Number: 620-16-1987

CHARTER SCHOOL APPROVAL:

[Signature] Date: 2/20/18
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Teresa Saefong (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,929**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Vanessa Oden**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Vanessa Oden** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Vanessa Oden Date: 4/30/18

Address: 508 Cabrillo Ave Vallejo, CA 94591

Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Vanessa Oden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Vanessa Oden Date: 4/30/18
 Address: 508 Cabrillo Ave Vallejo, CA 94591
 Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Wen Liu

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Wen Liu (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Clerk III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$20.91 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associates Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

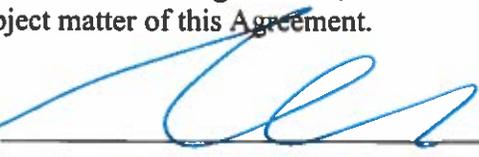
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 5825 A Jefferson Ave Richmond CA

Telephone: 6692008058

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Zubida Bakheit

This Employment Agreement (“Agreement”) is entered into on March 26, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [190] work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 27, 2017 and shall conclude on June 13, 2018.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$43,615, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 4 -	Labor Day
November 10 –	Veteran’s Day
January 15 -	Martin Luther King Day
February 19 -	President’s Day
May 28 -	Memorial Day

November 20-24	Thanksgiving Day Recess (10-month employees)
November 22-24	Thanksgiving Day Recess (12-month employees)

December 25 - January 8 Winter Break (10-month employees)

December 25 – January 3 Winter Break (12-month employees)

April 2-6 Spring Break (10-month employees)

April 4-6 Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: [Bachelor's Degree].

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not

limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act,

except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
 Address: 15349th St Unit B Alameda, CA 94501
 Telephone: 510-459-1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Zubida Bakheit

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$44,280.00 (Step B), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
 Address: 15349th ST. UNIT B ALAMEDA, CA 94501
 Telephone: 510.459.1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

Employee Signature:  Date: MAY 2, 2018

Address: 1534 9th St UNIT B ALAMEDA, CA 94501

Telephone: 510/459/1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Zubida Bakheit (“Employee”).

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,263.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

MAY 2, 2018

Date

Dean

Date

Superintendent

Date

AIMS Board

Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Daphne Ruff

2017-18 Annual Salary -	\$55,850.00
2018-19 Annual Salary -	\$56,688.00
2018-19 Extended Year Salary -	\$4,177.00

C: Maya Woods-Cadiz, Superintendent

Daphne Ruff
4/27/18

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Daphne Ruff**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia Street, Oakland CA
 Telephone: (510) 306-4289 94607

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia St Oakland CA 94607
 Telephone: (510) 306-4287

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Aileen Wang

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Aileen Wang (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

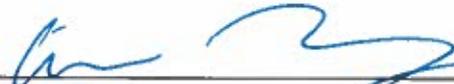
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-25-18

Address: 866 37th St. #2 Oakland, CA 94608

Telephone: (510) 286-9892

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Devyn Gilman**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 27th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 2 7th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **510-789-8667**

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:**a. Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**4. COMPENSATION AND BENEFITS:****a. Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustees of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser (EMPLOYEE)**.

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **(510) 789-8667**

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Lawrence Migdale**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Lawrence Migdale* Date: 4/22/18
 Address: 23 WHITEHALL DR / ORINDA CA 94553
 Telephone: 510 612 2572

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

*I WILL BE AWAY FROM THE USA
1ST SEPTEMBER, 2018 THRU 5TH OCTOBER,
2018*

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Lawrence Migdale* Date: 4/22/18
 Address: 23 WHITEHALL DR ORINDA CA 94565
 Telephone: 510 612 2572

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Eric Lee

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Eric Lee (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Emi Lu Date: 4/23/18

Address: 409 International Blvd #B

Telephone: (510) 507-2936

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Fred Schobert

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

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September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
Address: 2200 Gellert Blvd # 6206 South SF, 94080
Telephone: 925.864.5942

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

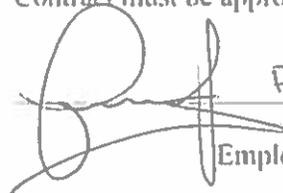
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.


Fred Schubert
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Melissa Ha

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Melissa Ha (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/23/18

Address: 5337 San Simeon Pl. Castro Valley CA 94552

Telephone: (510) 882-090

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Mohammad Masalmeh

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Mohammad Masalmeh (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day

TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)

TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/13

Address: 685 Dartmore Ln #263

Telephone: 5164587015

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Mohammad Masalmeh (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Mohammad Masalmeh

Employee

4/23

Date

Dean

Dean

Date

Date

Superintendent

Superintendent

Date

Date

AIMS Board

AIMS Board

Date

Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Daphne Ruff

2017-18 Annual Salary -	\$55,850.00
2018-19 Annual Salary -	\$56,688.00
2018-19 Extended Year Salary -	\$4,177.00

C: Maya Woods-Cadiz, Superintendent

Daphne Ruff
4/27/18

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Daphne Ruff**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia Street, Oakland CA
 Telephone: (510) 306-4289 94607

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
 Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia St Oakland CA 94607
 Telephone: (510) 306-4287

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Nguyen

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nhi Nguyen (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Mr. Nyman Date: 4-26-18

Address: 2627 Benvenue Avenue Berkeley, CA 94704

Telephone: 510-710-1329

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jeong Kinser Date: 4/23/2018
 Address: 31297 San Andreas Drive, Union City, CA 94587
 Telephone: 510-789-8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510 - 789 - 8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jeong Kinser

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:**a. Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**4. COMPENSATION AND BENEFITS:****a. Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	07/31/2017 _____
Employee	Date
 _____	 _____
Dean	Date
 _____	 _____
Superintendent	Date
_____	_____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Devyn Gilman**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 27th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 2 7th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Janet Blondeau

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Janet Blondeau (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave ("PSL"):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 4/23/18
Address: 3271 Latimer Place, Oakland, CA 94609
Telephone: 510-908-0700

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Janet Blondeau ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. **Contract must be approved by the Superintendent.**



Employee

4/23/18

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Nicole Bella**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nicole Bella** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Nicole Bella Date: 4/27/18

Address: 86 Glasgow Loop Emeryville CA 94608

Telephone: (714) 747-7301

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Chau

This EMPLOYMENT AGREEMENT is entered into this April 9, 2018, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Nhi Chau (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Resource Specialist**

A copy of the job specification for the position of Resource Specialist is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be ^{N.C.} \$52,320 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.
- c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Credential	06/01/2019
Education Specialist	06/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee’s California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School’s offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-20-2018

Address: 156 Selwyn Drive Apt #2 Milpitas CA 95035

Telephone: 415-654-3911 Social Security Number: 567-97-8543

CHARTER SCHOOL APPROVAL:

Date:

Signature of AIMS Board

Date:

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Nhi Chau**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 7-26-2018

Address: 156 Selwyn Drive Apt# 2 Milpitas CA 95035

Telephone: 415-684-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: May 7, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Nhi Chau

2017-18 Annual Salary -	\$52,320.00
2018-19 Annual Salary -	\$53,105.00
2018-19 Extended Year Salary -	\$3,913.00

C: Maya Woods-Cadiz, Superintendent

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-26-2018

Address: 156 Schuyler Drive Apt#2 Milpitas CA 95035

Telephone: 415-654-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Nhi Chau (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date



American Indian Model Schools

Verification of Previous Work Experience

Human Resources
 171 12th Street
 Oakland, CA 94607

Employee Section

Employee Name: Nhi Chau

Employee Social Security Number: XXX-XX-8543

Employer Section

Hire Date: 8/22/2014 Termination Date: 2/28/2018

Job Title	Certificated Position?	School Year	FTE	Number of Days in School Year	Number of Days Employee Worked
Sub Teacher	Yes	2014/15	1.0	185	122
Sub Teacher	Yes	2015/16	1.0	187	119
Sub Teacher	Yes	2016/17	1.0	185	95
Sub Teacher	Yes	2017/18	1.0	185	69

District/Organization: Garden Grove Unified

Address: 10331 Stanford Ave, Garden Grove, CA 92840
Street City State Zip Code

Contact Email: pwakefield@ggusd.us

Contact Phone Number: (714) 663-6310

Authorized Official:

Pam Wakefield Substitute Coordinator Pam Wakefield 4/23/18
Print Name Job Title Signature Date

Please mail to the Human Resources Department at the address listed above or email to hr@aimschools.org

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **510-789-8667**

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. COMPENSATION AND BENEFITS:

a. **Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

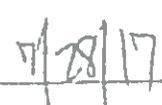
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	07/31/2017 _____ Date
 _____ Dean	 _____ Date
 _____ Superintendent	7-28-17 _____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Lawrence Migdale**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *[Signature]* Date: 4/22/18
 Address: 23 WHITEHALL DR / ORINDA CA 94553
 Telephone: 510 612 2572

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

*I WILL BE AWAY FROM THE USA
1ST SEPTEMBER, 2018 THRU 5TH OCTOBER,
2018*

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Lawrence Migdale* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: _____

Lawrence Migdale

Date: _____

4/22/18

Address: _____

23 WHITEHALL DR

ORINDA

CA 94565

Telephone: _____

510 612 2572

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Melissa Ha

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Melissa Ha (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/23/18

Address: 5337 San Simeon Pl. Castro Valley CA 94552

Telephone: (510) 882-090

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)



FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alexander Lee

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Alexander Lee (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$57,347.50 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave ("PSL"):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/25/18

Address: 3115 Chestnut Street, Oakland, CA 94608

Telephone: 626-827-2260

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Mohammad Masalmeh

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Mohammad Masalmeh (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day

TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)

TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/13

Address: 685 Dartmore Ln #263

Telephone: 5164587015

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Mohammad Masalmeh (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. **Best Efforts of Employee.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. **Compensation of Employee.**
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. **Compliance with Employer's Rules.** Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. **At-Will Employment.** All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Mohammad Masalmeh

Employee

4/23

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Anna Bach

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Anna Bach (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,817.71 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18

Address: 2740 22nd Ave Oakland, CA 94606

Telephone: 510-316-4925

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Alyssa Puga**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alyssa Puga** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/9/18

Address: 26000 San Leandro Blvd Apt #1101

Telephone: (831) 229-3693

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

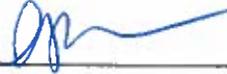
Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alyssa Puga** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 5/4/18

Address: 2600 San Leandro Blvd Apt#1101

Telephone: (831) 229-3693

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alyssa Puga

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alyssa Puga (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 4/25/17

Address: 259 Wilson St

Telephone: (831) 229-3693 Social Security Number: 626-34-1456

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS

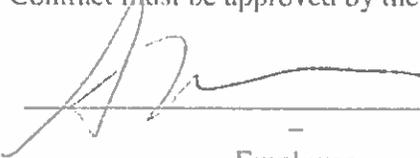
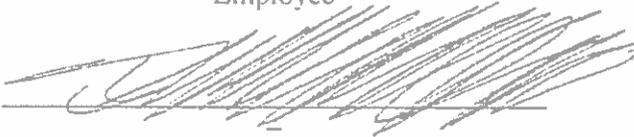
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Alyssa Puga ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,913, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4/25/17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4/19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Carlos Rodriguez

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Carlos Rodriguez (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor,

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Carlos Rodriguez Date: 4/27/18

Address: 4737 Ygnacio Ave - Apt 5 Oakland CA 94601

Telephone: 510-689-8018

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Brian Cabrera**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Brian Cabrera* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Brian Cabrera Date: 4-24-18

Address: 1560 Jackson St. #24 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Brian Cabrera* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Brian Cabrera* Date: 4-24-18

Address: 1560 Jackson St #27 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Brian Cabrera

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Brian Cabrera (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,901 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

11/01/2017

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that **EMPLOYEE** either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ **EMPLOYEE**.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** **EMPLOYEE** acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. **EMPLOYEE**'s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the **EMPLOYEE** as specified in the Charter School personnel policies. A failure to evaluate the **EMPLOYEE** shall not prevent the Charter School from dismissing the **EMPLOYEE** in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 4-21-17

Address: 1560 Jackson St. #24

Telephone: 517-932-6069 Social Security Number: 370-94-5949

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-17-17
Superintendent of AIMS



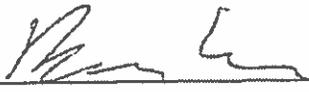
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Brian Cabrera ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. **Best Efforts of Employee.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. **Compensation of Employee.**
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. **Compliance with Employer's Rules.** Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

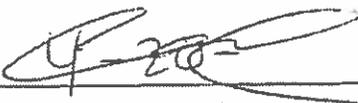
defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



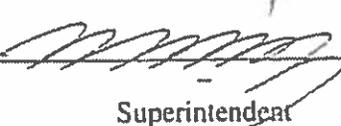
Employee

4-21-17
Date



Dean

4-20-17
Date



Superintendent

4-19-17
Date



AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kim Moebius

This Employment Agreement (“Agreement”) is entered into on July 1st, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kim Moebius (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [240] work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Executive Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that

Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,975.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act,

Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

- July 4 - Independence Day
- September 3 - Labor Day
- November 12- Veteran’s Day
- January 21 - Martin Luther King Day
- February 18 - President’s Day
- May 27 - Memorial Day

- TBD Thanksgiving Day Recess
- TBD Winter Break
- TBD Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable

accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent v of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her

initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Alma Solis

2017-18 Annual Salary -	\$53,901.00
2018-19 Annual Salary -	\$54,710.00
2018-19 Extended Year Salary -	\$4,031.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Alma Solis**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Alma Solis (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Alma Solis Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510 - 910 - 3382

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Alma Solis* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Alma Solis Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510-910-3382

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alma Solis

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alma Solis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$53,901 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

02/01/2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/25/17

Address: 4949 Artochi Ln, Union City CA 94587

Telephone: 510 910 3382 Social Security Number: 566 83 2159

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
Signature of AIMS Board

 Date: 4-19-17
Superintendent of AIMS

1

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Alma Solis (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

4/25/17

Date



Dean

4-19-17

Date



Superintendent

4.19.17

Date



AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Fenglin Wu**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Fenglin Wu** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Fenglin Wu Date: 4/25/18
 Address: 679 10th ST, Oakland, CA 94607
 Telephone: 415-866-9986

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Fenglin Wu** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Fenglin Wu Date: 4/25/18
 Address: 679 10th ST, Oakland, CA 94607
 Telephone: 415-866-9986

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Charlton Sharpe**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Charlton Sharpe** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Charlton Sharpe Date: 4/24/18

Address: 2025 Arroyo Drive

Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Charlton Sharpe** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Charlton Sharpe Date: 4/26/18
 Address: 2025 Aragon Drive
 Telephone: 925-207-1903

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Charlton Sharpe

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Charlton Sharpe (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,120** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Charlt Sly Date: 4/21/17

Address: 2025 Aragon Drive

Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 7-19-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Charlton Sharpe (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

Charles Sly
Employee

4/21/17
Date

[Signature]
Dean

4-20-17
Date

[Signature]
Superintendent

4-19-17
Date

[Signature]
AIMS Board

7/20/2017
Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Daniel Marks**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/26/18

Address: 964 Estudillo Ave San Leandro CA 94577

Telephone: 209-298-8909

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18

Address: 964 Estudillo Ave San Leandro CA 94577

Telephone: 209-298-8909

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Daniel Marks

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Daniel Marks (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,120.00** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential
Single Subject: English

Expires
 06/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

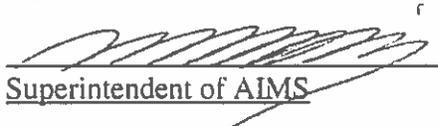
Employee Signature:  Date: 5/16/17

Address: 964 Estudillo Ave. San Leandro CA 94577

Telephone: 209-298-8909 Social Security Number: 556-91-6939

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
Signature of AIMS Board

 Date: 5-3-17
Superintendent of AIMS

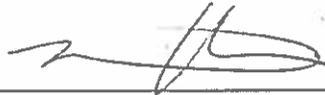
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Daniel Marks ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,988, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	<u>5/16/17</u> _____
Employee	Date
 _____	<u>5/18/17</u> _____
Dean	Date
 _____	<u>5-3-17</u> _____
Superintendent	Date
 _____	<u>7/20/2017</u> _____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

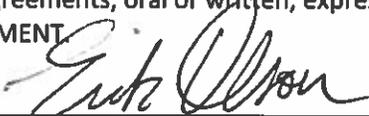
**Between
American Indian Model Schools
and
Erik Olson**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Erik Olson** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 27 Apr 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Erik Olson* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Erik Olson* Date: 27 Apr 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Erik Olson

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Erik Olson (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,932** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject: Social Science	06/01/2020
Single Subject: Foundational Math	06/01/2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE'S failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE'S exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE'S employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Erik Olson* Date: 15 MAY 2017

Address: _____

Telephone: _____ Social Security Number: _____

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 5-3-17
Superintendent of AIMS

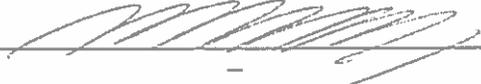
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Erik Olson (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>5/15/2017</u> Date
 _____ Dean	<u>5/4/17</u> Date
 _____ Superintendent	<u>5-3-17</u> Date
 _____ AIMS Board	<u>7/20/2017</u> Date

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nicole Bella** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Abel Date: 4/27/18

Address: 76 Glashaus Loop Emeryville CA 94608

Telephone: (714) 747-7301

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Irene Vega

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Irene Vega (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 2631 39th Ave Oakland CA 94619

Telephone: (510) 500-6499

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Francisco Reyes

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Francisco Reyes (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

- | | |
|---------------|--|
| July 4 – | Independence Day (12-month employees) |
| September 3 - | Labor Day |
| November 12 – | Veteran’s Day |
| January 21 - | Martin Luther King Day |
| February 18 - | President’s Day |
| May 27 - | Memorial Day |
| TBD | Thanksgiving Day Recess (10-month employees) |
| TBD | Thanksgiving Day Recess (12-month employees) |
| TBD | Winter Break (10-month employees) |
| TBD | Winter Break (12-month employees) |
| TBD | Spring Break (10-month employees) |
| TBD | Spring Break (12-month employees) |

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/24/10

Address: 4611 Merz St. Oakland CA 94601

Telephone: 510 735 6281

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Fred Schobert

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
Address: 2200 Gellert Blvd # 6206 South SF, 94080
Telephone: 925.864.5942

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

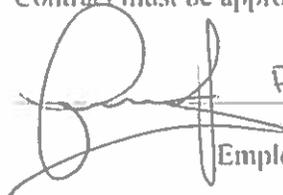
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.


Fred Schubert
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Fred Schobert

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
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TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

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The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

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The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
Address: 2200 Gellert Blvd # 6206 South SF, 94080
Telephone: 925.864.5942

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

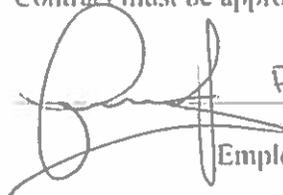
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.


Fred Schubert
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Joshua Weiss

2017-18 Annual Salary -	\$57,441.00
2018-19 Annual Salary -	\$58,302.00
2018-19 Extended Year Salary -	\$4,296.00

C: Maya Woods-Cadiz, Superintendent

4/27/18

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: _____

Date: _____

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

_____ Date: _____

Signature of AIMS Board

_____ Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Joshua Weiss**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/27/18

Address: 106 Boyd Road, Apt 103, Pleasant Hill, CA 94523

Telephone: 302-531-8144

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joshua Weiss

This EMPLOYMENT AGREEMENT is entered into on August 14th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Weiss (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$57,441 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	May 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10/27/17

Address: 100 Boyd Road Apt. 103

Telephone: 302-531-8144 Social Security Number: 174-64-8272

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joshua Weiss (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,232**, less applicable withholding and authorized deductions, for work to be performed from **August 1, 2017** through **August 18, 2017**. Employee will be paid on **August 15, 2017** and **August 31, 2017**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Employee

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
*Joshua Peralta***

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Joshua Peralta*** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/27/18

Address: 3820 MacArthur Blvd #2, Oakland, CA

Telephone: (562) 753-1700 94619

CHARTER SCHOOL APPROVAL:

Date:

Signature of AIMS Board

Date:

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joshua Peralta** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/27/18
 Address: 3820 MacArthur Blvd # 2, Oakland, CA 94619
 Telephone: (562) 753-1700

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joshua Peralta

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Peralta (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,932 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Credential: English	01/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/10/17
 Address: 3820 MacArthur Blvd #2
 Telephone: (562) 753-1700 Social Security Number: _____

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 5-3-17
 Superintendent of AIMS



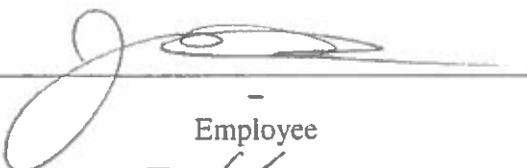
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joshua Peralta (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>5/10/17</u> _____ Date
 _____ Dean	<u>5.9.17</u> _____ Date
 _____ Superintendent	<u>5-3-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jesse Rubino

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jesse Rubino**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jesse Rubino** (EMPLOYEE).

- 1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
- 2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
- 3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Jesse Rubino* Date: 4/27/18

Address: 30375 Vanderbilt St - Hayward CA 94544

Telephone: 510-475-0846

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jesse Rubino** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jesse Rubino III Date: 4/27/18
 Address: 30375 Vanderbilt St. Hayward Ca 94541
 Telephone: 510 475-0846

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jesse Rubino III

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jesse Rubino III (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	July 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10-24-17

Address: 30375 Vanderbilt St. Hayward Ca 94544

Telephone: 510-475-0846 Social Security Number: 571-85-6116

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year 2017]**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Jesse Rubino III ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through (August 18, 2017). Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings

5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an atwill employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include I-leath Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Jesse Rubino III

Employee

7-30-17

Date

Toreyta Puro

Dean

Date

7-28-17

[Signature]

Superintendent

7-28-17

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jard Davis**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jard Davis Date: 4-30-18
 Address: 2702 Jettie Dr. Richmond, CA, 94804
 Telephone: (407) 375-0900

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jard Davis Date: 4-30-18

Address: 2702 Jetty Drive, Richmond, CA, 94804

Telephone: (407) 375-2900

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jard Davis

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jard Davis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,120.00 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
<u>Single Subject: Physical Education</u>	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jud Dow Date: 6-9-17
 Address: 2762 Jetty Dr. Richmond CA, 94804
 Telephone: (407)375-0900 Social Security Number: 524-59-6792

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
 Signature of AIMS Board

[Signature] Date: 6-7-17
 Superintendent of AIMS



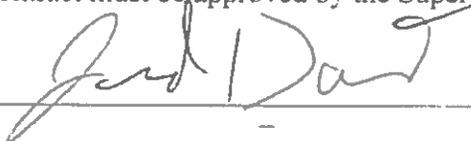
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jared Davis (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988.00**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



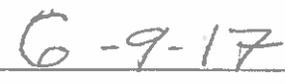
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Date



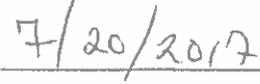
Superintendent



Date



AIMS Board



Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

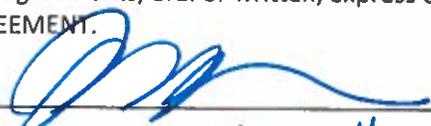
**Between
American Indian Model Schools
and
Joyce Yuan**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joyce Yuan** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/26/18

Address: 401 Cornell Ave. #1 Albany, CA 94706

Telephone: 530-276-3752

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joyce Yuan** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18
 Address: 401 Cornell Ave. #11 Albany CA 94706
 Telephone: (530)276-3752

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Joyce Yuan

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joyce Yuan (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

09/01/2018

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

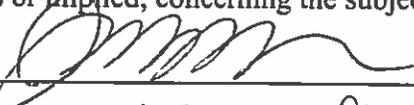
- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

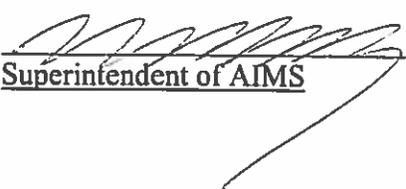
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/17
 Address: 1420 B Neilson Street Berkeley CA 94702
 Telephone: (530)276-3753 Social Security Number: 622-78-3769

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-19-17
 Superintendent of AIMS

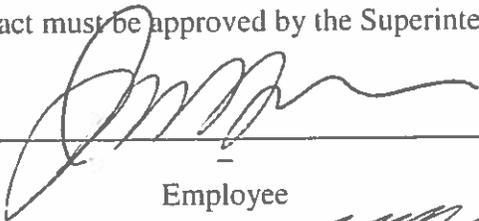
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joyce Yuan (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,972**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4-24-17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4-19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jeong Kinser Date: 4/23/2018
 Address: ³¹²⁹⁷San Andreas Drive, Union City, CA 94587
 Telephone: 510-789-8667

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510 - 789 - 8667

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jeong Kinser

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Jeong Kinser

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:**a. Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**4. COMPENSATION AND BENEFITS:****a. Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	07/31/2017 _____
Employee	Date
 _____	7/28/17 _____
Dean	Date
 _____	7-28-17 _____
Superintendent	Date
_____	_____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Justin Shelmire

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Justin Shelmire (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for “Cause.” “Cause” shall include, but is not limited to, breach of this Agreement; the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *J. Helmiu* Date: 04/27/18

Address: 7917 Greenly Drive Oakland, CA 94605

Telephone: 510-867-0324

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kevin Ma

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kevin Ma (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *Kamm* Date: 4/27/18

Address: 2416 Marina Blvd San Leandro, CA, 94577

Telephone: 510-388-3897

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Luis Hernandez

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Luis Hernandez (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$18.30 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 4/24/2016

Address: 2525 10th Ave Apt #2 Oakland, CA 94609

Telephone: 510-500-7719

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
*Lauren Dascole***

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Lauren Dascole*** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Lauren Dascole* Date: *4/30/18*

Address: *724 Wimbledon Road Walnut Creek, CA 94598*

Telephone: *(925) 465-4099*

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Lauren Dascole** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Lauren Dascole Date: 4/30/18

Address: 724 Wimbledon Rd. Walnut Creek, CA 94598

Telephone: (925) 465-4099

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Lauren Dascole

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Lauren Dascole (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$59,634** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

07/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Lauren Gascole Date: 4/21/17

Address: 724 Wimbledon Road Walnut Creek, CA 94598

Telephone: (925) 465-4099 Social Security Number: 617-01-7925
(925) 286-9986 (cell)

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
Signature of AIMS Board

[Signature] Date: 4-19-17
Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Lauren Dascole (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,394**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

Lauren Darcole

Employee

4/21/17

Date

[Signature]

Dean

4-20-17

Date

[Signature]

Superintendent

4-19-17

Date

[Signature]

AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Kristina Case

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kristina Case (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: KARIM M. AZE Date: 5/1/2018

Address: 11715 Foggo Dr

Telephone: (925) 544-8556

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

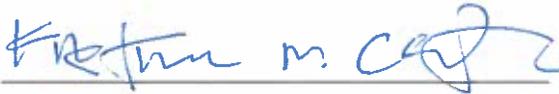
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

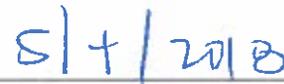
This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Kristina Case (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Luis Garnica**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Luis R. Garnica Date: 4/27/18
 Address: 2697 66th Ave, Oakland CA
 Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Luis R. Garnica Date: 4/27/18

Address: 2697 66th Ave, Oakland CA

Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Luis Garnica

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Luis Garnica (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$54,932 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	June 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *[Signature]* Date: 10/25/17

Address: 2697 66th Ave, Oakland CA 94605

Telephone: (664) 300 1882 Social Security Number: 615-05-9594

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Luis Garnica ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

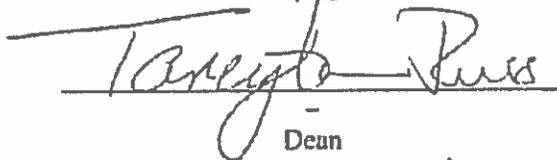
- 6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. **Contract must be approved by the Superintendent.**



Employee

8/8/17

Date



Dean

7-28-17

Date



Superintendent

7-28-17

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

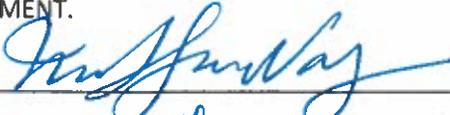
**Between
American Indian Model Schools
and
Maria Lacebal-Valdez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacebal-Valdez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-18

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacedal-Valdez** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-27-18

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Maria Lacebal-Valdez

This EMPLOYMENT AGREEMENT is entered into on August 2nd, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maria Lacebal-Valdez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$56,363 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 st , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE’s employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE’s employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 10-27-2017

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415 298-5991 Social Security Number: -6257

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Maria Lacebal-Valdez (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,153**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

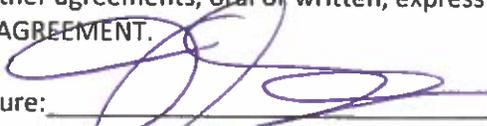
Between
American Indian Model Schools
and
Maryetta Golden

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Maryetta Golden* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-24-2018

Address: 220 78 ARBOR AVE APT 424

Telephone: 510 258 3744

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

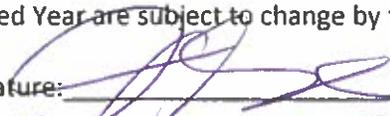
Attachment: 2017-18 Fixed Term Employment Agreement

11/15/2018

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maryetta Golden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-24-18
 Address: 22078 ARBOR AV APT 426
 Telephone: 510 258 3744

CHARTER SCHOOL APPROVAL:

 Date: _____
 Signature of AIMS Board

 Date: _____
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Maryetta Golden

This EMPLOYMENT AGREEMENT is entered into this July 1st, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maryetta Golden (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$58,067.00** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Provisional Internship Permit	09/01/2017
Multiple Subject Credential	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

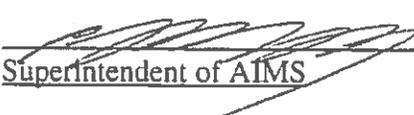
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-2017
 Address: 22078 Arbor Ave. # 424
 Telephone: 510 258 3744 Social Security Number: 498 52 3039

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-27-17
 Superintendent of AIMS



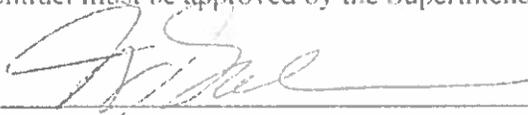
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Maryetta Golden (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,279.00**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date



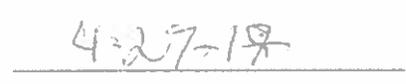
Dean



Date



Superintendent



Date



AIMS Board



Date



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Madeleine Seiwald

2017-18 Annual Salary -	\$54,120.00
2018-19 Annual Salary -	\$54,932.00
2018-19 Extended Year Salary -	\$4,048.00

C: Maya Woods-Cadiz, Superintendent

FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

**Between
American Indian Model Schools
and
Madeleine Seiwald**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: MS Date: 4/27/18
 Address: 42 1453 86th St Berkeley CA 94702
 Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/27/18
 Address: 1453 66th St Berkeley CA 94702
 Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Madeleine Seiwald

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Madeleine Seiwald (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$54,120 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

08/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

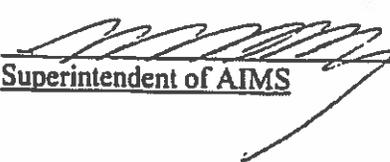
By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/21/17
 Address: 1453 66th St Berkeley CA 94702
 Telephone: 510 325 8472 Social Security Number: 608 52 3065

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017
 Signature of AIMS Board

 Date: 4-19-17
 Superintendent of AIMS



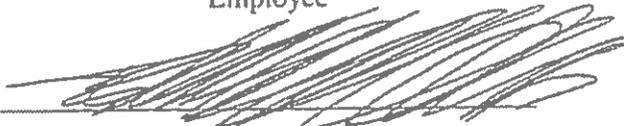
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Madeleine Seiwald ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

 _____	<u>4/21/17</u> _____
Employee	Date
 _____	<u>4-19-17</u> _____
Dean	Date
 _____	<u>4-19-17</u> _____
Superintendent	Date
 _____	<u>7/20/2017</u> _____
AIMS Board	Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Morning Star Vasquez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Morning Star Vasquez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vasquez Date: 7/27/2018

Address: 565A Pacific Ave. Alameda, CA 94501

Telephone: 707-486-0468

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Morning Star Vasquez** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Morning Star Vasquez Date: 4/27/2018

Address: 565A Pacific Ave. Alhambra, CA 94501

Telephone: (707) 486 0468

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Morning Star Vasquez

This EMPLOYMENT AGREEMENT is entered into on July 27th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Morning Star Vasquez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

I. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$52,320 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. TERMINATION OF AGREEMENT/EMPLOYMENT:

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vasquez 10/25/2017

Address: 505A Pacific Avenue

Telephone: 707-486-0468 Social Security Number: 570-57-2096

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Morning Star Vasquez (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Morning Star Vasquez

Employee

7/31/2017

Date

[Redacted Signature]

Dean

7/28/17

Date

[Redacted Signature]

Superintendent

7-28-17

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Michael Esola

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Michael Esola (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$50,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave (“PSL”):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Michael Good Date: 4/24/18
Address: 1454 Santa Teresa Drive, Pittsburg, CA 94565
Telephone: 650 823 1419

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Michael Esola (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,709.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Michael Asola
Employee

4/27/18
Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nemanja Radmanovic

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nemanja Radmanovic (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 5/4/2018

Address: 3840 Yorkshire St

Telephone: 570 862 5132

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Matthew Gordan

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Matthew Gordan (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (College Bound Kids) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: _____.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance

compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/8/18

Address: 185 Athol Ave, Apt. 27, Oakland, CA 94606

Telephone: 919-332-2462

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Natalie Glass

2017-18 Annual Salary -	\$53,105.00
2018-19 Annual Salary -	\$53,901.00
2018-19 Extended Year Salary -	\$3,972.00

C: Maya Woods-Cadiz, Superintendent

4/30/18

* I'd like to meet w/ Rob Mayfield to discuss yrs. of teaching experience and to make sure that I'm at the correct salary step/schedule.



FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Natalie Glass**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie Glass Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 856-6274

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

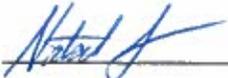
Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 850-6274

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Natalie Glass

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Natalie Glass (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

Pre-Service
Statement of Release
Aug 1, 17 deadline 8/21

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie [Signature] Date: 4/23/17
 Address: 525 Sunnyview Drive #103
 Telephone: (916) 856-6274 Social Security Number: 602-07-3414

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
 Signature of AIMS Board

[Signature] Date: 4-19-17
 Superintendent of AIMS

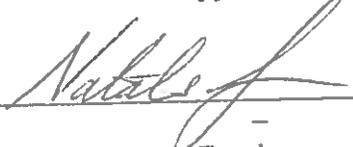
**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Natalie Glass (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,913**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.



 Employee

4/23/17

 Date



 Dean

4/20/17

 Date



 Superintendent

4-19-17

 Date



 AIMS Board

7/20/2017

 Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Nguyen

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nhi Nguyen (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Mr. Nyman Date: 4-26-18

Address: 2627 Benvenue Avenue Berkeley, CA 94704

Telephone: 510-710-1329

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Peter Choi

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Choi (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/17/2018

Address: 3537 Quigley Street Oakland, CA 94619

Telephone: (510) 417-9012

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sabrina Clark

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sabrina Clark (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sabrina [Signature] Date: 4-27-18

Address: 230 Wayne Ave Apt 209

Telephone: 630.209.2757

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sharon Lo

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharon Lo (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 152 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$39,474.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 5/4/18

Address: 2505 Stuart St Berkeley, CA 94705

Telephone: (415) 533-9296

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

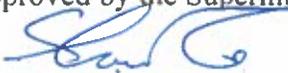
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Sharon Lo (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$2,857.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Sharon Lo

Employee

5/4/18

Date

Dean

Dean

Date

Date

Superintendent

Superintendent

Date

Date

AIMS Board

AIMS Board

Date

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
*Rebecca Gustafson-O'Hare***

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Rebecca Gustafson-O'Hare*** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Rebecca Gustafson-O'Hare* Date: *April 26, 2018*

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Date: _____
Signature of AIMS Board

Date: _____
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Rebecca Gustafson-O'Hare** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Rebecca S. Gustafson - O'Hare Date: April 26, 2018

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Rebecca Gustafson-O'Hare

This EMPLOYMENT AGREEMENT is entered into this July 1st 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Rebecca Gustafson-O'Hare (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$57,525 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

04/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a “child care custodian” includes:

- a. any person employed as a teacher, a teacher’s aide, a teacher’s assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

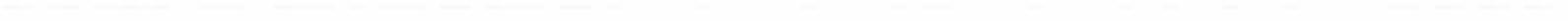
- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Richard G. Gub...* Date: April 24, 2017
 Address: 245 Lee Street, Oakland, CA 94610
 Telephone: (510) 709-8120 Social Security Number: 553-33-2684

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017
 Signature of AIMS Board

[Signature] Date: 4-19-17
 Superintendent of AIMS



**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Rebecca Gustafson-O’Hare (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,239, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
 - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

Patricia C. Gubert-Office

Employee

April 24, 2016

Date

[Redacted Signature]

Dean

4-13-17

Date

[Signature]

Superintendent

4-19-17

Date

[Signature]

AIMS Board

7/20/2017

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Taylor Moxon

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Taylor Moxon (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)
TBD Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School’s personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for “Cause.” “Cause” shall include, but is not limited to, breach of this Agreement; the Employee’s failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee’s failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/30/18

Address: 1518 4th Ave. #2 Oakland, CA 94606

Telephone: (925)348-5611

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

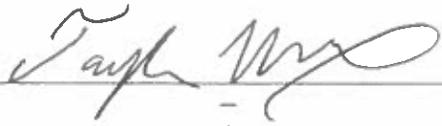
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Taylor Moxon ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4/30/2018</u> _____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Vanessa Oden**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Vanessa Oden** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Vanessa Oden Date: 4/30/18

Address: 508 Cabrillo Ave Vallejo, CA 94591

Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Vanessa Oden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Vanessa Oden Date: 4/30/18
 Address: 508 Cabrillo Ave Vallejo, CA 94591
 Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Stephanie Gaston

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Stephanie Gaston (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-26-18

Address: 1271 Washington Ave # 595 San Leandro, CA
94577

Telephone: 510-932-3562

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

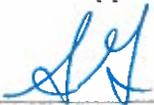
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Stephanie Gaston (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



Employee

4-26-18

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Sharroky Hollie

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharroky Hollie (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$45,628.00 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave (“PSL”):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 9944 Voltaire Ave, Oakland, CA 94603

Telephone: 310 905 2075

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

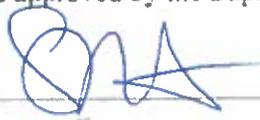
**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Sharroky Hollie ("Employee").

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,362.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>04/26/2018</u> _____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Zubida Bakheit

This Employment Agreement (“Agreement”) is entered into on March 26, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [190] work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 27, 2017 and shall conclude on June 13, 2018.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$43,615, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

- | | |
|-------------------------|--|
| July 4 – | Independence Day (12-month employees) |
| September 4 - | Labor Day |
| November 10 – | Veteran’s Day |
| January 15 - | Martin Luther King Day |
| February 19 - | President’s Day |
| May 28 - | Memorial Day |
| November 20-24 | Thanksgiving Day Recess (10-month employees) |
| November 22-24 | Thanksgiving Day Recess (12-month employees) |
| December 25 - January 8 | Winter Break (10-month employees) |

December 25 – January 3 Winter Break (12-month employees)

April 2-6 Spring Break (10-month employees)

April 4-6 Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: [Bachelor's Degree].

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not

limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act,

except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
 Address: 15349th St Unit B Alameda, CA 94501
 Telephone: 510-459-1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS





American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: April 24, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Daphne Ruff

2017-18 Annual Salary -	\$55,850.00
2018-19 Annual Salary -	\$56,688.00
2018-19 Extended Year Salary -	\$4,177.00

C: Maya Woods-Cadiz, Superintendent

Daphne Ruff
4/27/18

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Daphne Ruff**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia Street, Oakland CA
 Telephone: (510) 306-4289 94607

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Daphne Ruff Date: 4/27/18
 Address: 1521 Magnolia St Oakland CA 94607
 Telephone: (510) 306-4287

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board

Date: _____

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Wen Liu

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Wen Liu (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Clerk III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$20.91 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associates Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

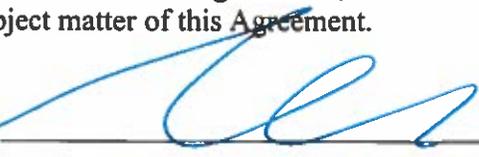
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

- 3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 5825 A Jefferson Ave Richmond CA

Telephone: 6692008058

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Devyn Gilman**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 27th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/23/18
 Address: 2415 # 2 7th Avenue Oakland
 Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

Date: _____

Signature of AIMS Board _____

Date: _____

Superintendent of AIMS _____

Attachment: Employment Agreement – Extended Year 2017

Employee Signature:  Date: MAY 2, 2018

Address: 1534 9th St UNIT B ALAMEDA, CA 94501

Telephone: 510/459/1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Zubida Bakheit (“Employee”).

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,263.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

MAY 2, 2018

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Teresa Saefong**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/18

Address: 2117 15th Ave SAC, CA 95820

Telephone: (916) 712-3351

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/24/18
 Address: 4216 Sierra Vista Ave Sac, CA 95820
 Telephone: (916) 712-3351

CHARTER SCHOOL APPROVAL:

 Date:
 Signature of AIMS Board

 Date:
 Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Teresa Saefong

This EMPLOYMENT AGREEMENT is entered into on October 9th, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Teresa Saefong (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Counselor is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$54,105 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 st , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School. at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice. at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustees of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: [Signature] Date: 11/27/17

Address: 6410 Excelsior Rd Sac, CA 95829

Telephone: (916) 895-9617 Social Security Number: 620-16-1987

CHARTER SCHOOL APPROVAL:

[Signature] Date: 2/20/18
Signature of AIMS Board

[Signature] Date: 10-23-17
Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Teresa Saefong (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,929**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Aileen Wang

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Aileen Wang (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

- | | |
|---------------|--|
| July 4 – | Independence Day (12-month employees) |
| September 3 - | Labor Day |
| November 12 – | Veteran’s Day |
| January 21 - | Martin Luther King Day |
| February 18 - | President’s Day |
| May 27 - | Memorial Day |
| TBD | Thanksgiving Day Recess (10-month employees) |
| TBD | Thanksgiving Day Recess (12-month employees) |
| TBD | Winter Break (10-month employees) |
| TBD | Winter Break (12-month employees) |
| TBD | Spring Break (10-month employees) |
| TBD | Spring Break (12-month employees) |

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

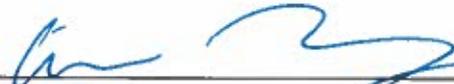
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-25-18

Address: 866 37th St. #2 Oakland, CA 94608

Telephone: (510) 286-9892

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Zubida Bakheit

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$44,280.00 (Step B), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18
 Address: 15349th ST. UNIT B ALAMEDA, CA 94501
 Telephone: 510.459.1554

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Alma Morales

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Alma Morales (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Human Resources and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$67,915.75 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Alma Morales Date: May 7th, 2018
Address: 9100 D Street Apt B, Oakland CA 94603
Telephone: 510-677-8337

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Erin Oh

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Erin Oh (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will

carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. **Credential/Certificate:**

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are

now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party

makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Jim Ok Date: 5/8/18

Address: 3090 Glascock St #112, Oakland, CA

Telephone: 760.213.2052

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT)**

PAGE 10 OF 10

DOCS 2553199.2

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Janet Blondeau

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Janet Blondeau (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. **Paid Sick Leave ("PSL"):**

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Handwritten Signature] Date: 4/23/18
Address: 3271 Latimer Place, Oakland, CA 94609
Telephone: 510-908-0700

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

AMERICAN INDIAN MODEL SCHOOLS
EMPLOYMENT AGREEMENT (CLASSIFIED NON-EXEMPT)

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Janet Blondeau ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. **Contract must be approved by the Superintendent.**



Employee

4/23/18

Date

Dean

Date

Superintendent

Date

AIMS Board

Date

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Marisol Magana

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Marisol Magana (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Data, Accountability, and Operations Director and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$85,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/14/18

Address: 3830 International Blvd. #120, Oakland, CA 94601

Telephone: 510-301-6015

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Christopher Ahmad

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Christopher Ahmad (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Head of Division and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written

assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$95,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Teaching Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
- iv. Acknowledge that his/her continuing employment with the Charter School

is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.

- v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above

mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without

Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

II. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5-10-18

Address: 1825 Capistrano Way, Burlingame, CA 94010

Telephone: 925-325-6523

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Larry Atkins

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Larry Atkins (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Business Services and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$61,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

c. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2-6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. **CONDITIONS OF EMPLOYMENT:**

- a.) **Extracurricular Assignments:** Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Lany Astum Date: 5/7/18
Address: 867 Paloma Ave, Oakland, CA 94610
Telephone: (510) 830-7643

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Vannee Chand

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Vannee Chand (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (ELD) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: Multiple Subject Credential.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
 - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance

compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Vanier Chad Date: 5/10/18

Address: 172 Coloma Way, Vallejo, CA 94589

Telephone: 510-938-3670

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Peter Saechao

This Employment Agreement (“Agreement”) is entered into on July 1st 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Saechao (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of Coordinator of Human Resources and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$70,000.00 (Step C) for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the

employee’s vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. **Holidays**

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12-	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
July 2-6	Independence Day Recess
November 21 – 23	Thanksgiving Day Recess
December 24- January 2	Winter Break
March 27- 29	Spring Break

4. **CONDITIONS OF EMPLOYMENT:**

- a.) **Extracurricular Assignments:** Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is

responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Peter Saechao Date: 5/11/18

Address: 9652 Apple Mill Drive Elk Grove, CA 95624

Telephone: 510-230-5690

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Eric Lee

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Eric Lee (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements 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.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Emi Liu Date: 4/23/18

Address: 409 International Blvd #B

Telephone: (510) 507-2936

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Nhi Chau

This EMPLOYMENT AGREEMENT is entered into this April 9, 2018, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Nhi Chau (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. RECITALS:

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Resource Specialist**

A copy of the job specification for the position of Resource Specialist is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. Full-time or Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be ^{N.C.} \$52,320 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.
- c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Credential	06/01/2019
Education Specialist	06/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
 2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
 5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
 6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee’s California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School’s offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. NONRENEWAL OF CONTRACT:

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-20-2018

Address: 156 Selwyn Drive Apt #2 Milpitas CA 95035

Telephone: 415-654-3911 Social Security Number: 567-97-8543

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

**Between
American Indian Model Schools
and
Nhi Chau**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 7-26-2018

Address: 156 Selwyn Drive Apt# 2 Milpitas CA 95035

Telephone: 415-684-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



American Indian Model Schools

171 12th Street 3rd Floor
Oakland, CA 94607

TO: Certificated Teachers
FROM: Robert Mayfield, Director, Human Resources
SUBJECT: Salary Placement for 2018-19
DATE: May 7, 2018

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Nhi Chau

2017-18 Annual Salary -	\$52,320.00
2018-19 Annual Salary -	\$53,105.00
2018-19 Extended Year Salary -	\$3,913.00

C: Maya Woods-Cadiz, Superintendent

**American Indian Model Schools
Employment Agreement
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nhi Chau** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-26-2018

Address: 156 Schuyler Drive Apt#2 Milpitas CA 95035

Telephone: 415-654-3911

CHARTER SCHOOL APPROVAL:

Date:
Signature of AIMS Board

Date:
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**American Indian Model Schools
Employment Agreement
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Nhi Chau (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
 - b. 5 additional hours are required for parent contact
 - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date



American Indian Model Schools

Verification of Previous Work Experience

Human Resources
 171 12th Street
 Oakland, CA 94607

Employee Section

Employee Name: Nhi Chau

Employee Social Security Number: XXX-XX-8543

Employer Section

Hire Date: 8/22/2014 Termination Date: 2/28/2018

Job Title	Certificated Position?	School Year	FTE	Number of Days in School Year	Number of Days Employee Worked
Sub Teacher	Yes	2014/15	1.0	185	122
Sub Teacher	Yes	2015/16	1.0	187	119
Sub Teacher	Yes	2016/17	1.0	185	95
Sub Teacher	Yes	2017/18	1.0	185	69

District/Organization: Garden Grove Unified

Address: 10331 Stanford Ave, Garden Grove, CA 92840
Street City State Zip Code

Contact Email: pwakefield@ggusd.us

Contact Phone Number: (714) 663-6310

Authorized Official:

Pam Wakefield Substitute Coordinator Pam Wakefield 4/23/18
Print Name Job Title Signature Date

Please mail to the Human Resources Department at the address listed above or email to hr@aimschools.org

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Brielle Washington

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Brielle Washington (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee’s accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee’s vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran’s Day
January 21 -	Martin Luther King Day
February 18 -	President’s Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements 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.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Brill Wash Date: 4/24/18

Address: 1221 E 20th St #301 Oakland, CA 94606

Telephone: (510) 967-0171

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

**American Indian Model Schools
Employment Agreement
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Brielle Washington (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
 - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
 - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
 - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

 _____	<u>4/24/18</u> _____
Employee	Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: D. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: AIMS Food Service RFP 2018-19.pdf

REQUEST FOR PROPOSALS

VENDED MEAL SERVICE

CONTACT INFORMATION

RFP # 18-004/ AIMS Lunch Program

by

American Indian Model Schools



ADDRESS ALL PROPOSALS TO:

American Indian Model Schools

Tiffany Tung: Data, Operations, Accountability Manager

171 12th St. Oakland, CA 94607

Operations Department Attention: Ms. Tung

Bid Opening: June 13, 2018

Telephone: 510.893.8701 ext. 23

tiffany.tung@aimschools.org

Fax: 510.893.0345

Request for Proposal

Table of Contents

Introduction/Purpose of Solicitation.....	3
Schedule of Events	8
General Instructions for Respondents.....	9
Evaluation of Proposals	13
A. Attachments Checklist.....	15
B. Minimum Qualifications	16
C. Proposal Questionnaire	17
D. Respondent References.....	18
E. Authorization Agreement.....	19
F. Fee Proposal.....	20
G. Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters	21
H. Disclosure Of Lobbying Activities and Instructions	22
I. Debarment, Suspension, and Other Responsibility Matters	24
J. Certificate of Independent Price Determination	25
K. Menu Specification.....	26
L. Food Specifications.....	27
M. Bid Criteria	30
N. Site Information	31

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a meal vendor that will provide **American Indian Model Schools** (hereinafter referred to as the school food authority [SFA]) vended meals to their food service operation. The meal vendor will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Increase participation at all levels of the food service program by improving meal quality
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)* parts 200 and 400. The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure

this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time because of the error or its later correction.

SCOPE OF WORK

The vendor will supply vended lunches at **American Indian Model Schools**, hereinafter referred to as the **School Food Authority** or **SFA**, that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP). The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide one (1) breakfast option and two (2) lunch options on a daily basis, including one (1) vegetarian option.
- c. Vendor shall deliver meals to location(s) at times specified by SFA.
- d. Vendor is expected to follow all regulations of the NSLP in accordance with USDA and CDE guidelines. Daily meal production records and temperature logs (departure, arrival and service) are to be recorded and maintained on site in an organized manner. All meals are to follow the USDA meal pattern for the ages served at each site. SFSC staff are expected to be properly trained on all aspects of the Program requirements (Civil rights, non-discrimination, offer vs. serve, food safety) prior to beginning service. Each staff member must obtain the Food Handlers License prior to handling food items and submit a copy of the license to the SFA. All SFSC staff is to treat all students with respect and maintain confidentiality when serving meals.
- e. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- f. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- g. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- h. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
- i. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- j. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- k. The vendor shall participate in the parent, teacher, and student advisory board.
- l. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

GENERAL SFA RESPONSIBILITIES

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

EQUIPMENT

- a. Existing Equipment:
 - a. Two warming cabinets
 - b. One large milk cooler
- b. The SFSC shall provide equipment to hold and serve the meals.
- c. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten days of its placement on SFA premises.
- d. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- e. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

PACKAGING REQUIREMENTS

- a. Hot meal unit—packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.

- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. All refrigerated food shall be delivered at an internal temperature of 40°F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 135°F or above.

PROPOSAL SUBMISSION AND AWARD

Sealed proposals are to be submitted to the SFA. Proposal is to be submitted in a sealed box marked "Food Service Management Proposal." Send one (1) original and one copy of the proposal to the addresses listed above. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA. One electronic copy shall be emailed to nick@schoolfoodsolutions.org.

Award shall be made to the qualified and responsible SFSC whose proposal is deemed in the best interest of the School by the evaluation process. SFSC must fully inform themselves as to the conditions, requirements and specifications before submitting proposal.

INCURRED COSTS

The SFA is not liable for any cost incurred by the SFSC prior to the signing of a contract.

CONTACT TERMS

This contract shall be for an approximate period of one (1) year beginning on **July 1, 2018** and ending **June 30, 2017** with up to four (4) one- year renewals with mutual agreement between the SFA and the SFSC.

The Food Service program shall meet all requirements of the National School Lunch Program of the United States Department of Agriculture, and the California Department of Education.

The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.

Terms of the actual agreement with the successful SFSC will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

SITE VISIT

A non-mandatory pre-bid meeting is scheduled for May 24, 2018 at 2:00 PM.

QUESTION AND ANSWER

All questions shall be submitted to **Nick Goldsobel (nick@schoolfoodsolutions.org)** via email. A formal addendum to this bid will be made available to interested vendors providing answers to a cumulative list of questions.

**Schedule of Events
for
RFP # 18-004**

- Release of RFP May 15, 2018
- First Public Notice May 15, 2018
- Pre-Bid Meeting May 24, 2018 at 2:00 PM PST
- Respondent Question Submission Deadline May 30, 2018 at 12:00 PM PST
- SFA Provides Answers June 4, 2018
- Deadline for Submission of Sealed Proposal June 13, 2018 at 12:00 PM PST
- Proposals Opened June 13, 2018 at 12:00 PM PST
- Proposals Evaluated June 13, 2018
- Anticipated Contract Award Date June 15, 2018

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment to the AIMS website (www.aimschools.org) and emailed to an interested vendor list.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum via email and on www.aimschools.org. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
9. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
10. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
11. The SFA will not consider a joint proposal submitted by two or more entities.

12. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
13. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
14. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
15. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
16. Respondents may submit their questions regarding the information presented in this RFP to Robert Keogh (bob@schoolfoodsolutions.org) no later than 4:00 PM on January 5, 2017. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
17. SFA representatives reserve the right to contact a Respondent's references prior to any award of a contract.
18. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from the respondents. A material change will require the SFA to rebid the contract.
19. Interested Respondents are may be required to provide a taste test to the RFP evaluation committee after submitting a proposal in order to determine the quality of their meals.
20. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).
 - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

RFP # 18-004
Request for Proposal- Vended Meal Service
Tiffany Tung: Data, Operations, Accountability Coordinator
171 12th St. Oakland, CA 94607

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section	Title
A.	Cover Letter
B.	Table of Contents
C.	Attachments Checklist
D.	Minimum Qualifications
E.	Proposal Questionnaire
F.	Respondent References
G.	Authorization Agreement
H.	Fee Proposal
I.	Certifications

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent’s Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent’s willingness to perform the services described in this RFP
- A statement expressing the Respondent’s ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent’s proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:
 - By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

C. Attachments Checklist

The Respondent shall include all documents identified in the Attachments Checklist (Attachment B). The SFA may reject proposals that do not include the proper required attachments.

D. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C) to the SFA's satisfaction.

E. Proposal Questionnaire

The Proposal Questionnaire (Attachment D) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment E). The SFA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment F) and return it with the proposal package.

H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment G) and return it with the proposal package. The Fee Proposal must include all costs incurred to provide the services specified in this RFP.

I. Certifications

The Respondent must complete the certifications (Attachments H, I, J, and K) and return them with the proposal package.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

The SFA will determine if a proposal is responsive or nonresponsive.

A responsive proposal is one that is in substantial conformance with the requirements of the RFP. The determination of whether a proposal is responsive is made at the time the proposal is opened. The SFA's Meal Program Committee shall evaluate each proposal received to determine whether it contains all of the information and supporting documentation required by the RFP. This evaluation shall consist of the following:

- Determining whether all required information is included in the proposal.
- Determining whether documents are properly signed
- Determining whether the goods generally comply with the specifications
- Identifying all exceptions, qualifications, errors or omissions in the proposal

The following are examples of defects that may render a proposal as nonresponsive:

- Respondent qualifies its prices in such a manner that its bid price cannot be determined
- Qualification of proposal to be contingent on another contract award
- Respondent is currently listed among debarred vendors
- There is reasonable basis to suspect either a conflict of interest or collusion among Respondents
- Failure to include expressly required materials
- Failure to sign the proposal
- The proposal requires payment in advance

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

Criteria	Points
Financial Stability	5
Vended Meal Capabilities	10
K12 Experience in NSLP	20
References	5

Food Standards and Menu	10
Cost	50
Total	100

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the required attachments listed below are included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
A. _____	Cover Letter
B. _____	Table of Contents
C. _____	Attachments Checklist
D. _____	Minimum Qualifications
E. _____	Proposal Questionnaire
F. _____	Respondent References
G. _____	Authorization Agreement
H. _____	Fee Proposal
I. _____	Certifications

Attachment B Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy **any** of the minimum qualifications may result in the immediate rejection of the proposal.

As of 12/1/16 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three (3) years of experience with food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to provide 371,880 meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch Program.

Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

Yes _____ No _____

6. The Respondent has obtained all necessary permits, including a health permit, as required by the California Retail Food Code.

Yes _____ No _____

Attachment C Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than three pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing meal vendor and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide applicable financial data that will demonstrate the proposer's ability to perform, including sufficient capital to cover start-up and operating costs for a proposed one (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment D Respondent References

List three references to which the Respondent has provided meal vendor services within the past 5 years.

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment E
Authorization Agreement

Request for Proposal for Meal Vendor
RFP Number: 18-004

We, _____, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by AIMS.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for AIMS.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Meal Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date Signed: _____

Attachment F Fee Proposal

Cost Per Meal Table Basic Instructions: provide the cost per meal; base all food costs on the attached 21-day cycle menu.

Note: all costs are based on average daily participation 70%.

COST PER MEAL

Note: prices must **not** include values for USDA Foods
and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	181,080	\$	\$
Lunch	190,800	\$	\$
Snacks		\$	\$
Nonreimbursable Meals		\$	\$
TOTAL	371,880	\$	\$

*SFA to provide Units

Attachment G
**Certifications Regarding Lobbying, Debarment, Suspension, and Other
 Responsibility Matters**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment H Disclosure Of Lobbying Activities and Instructions

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

Approved by OMB
No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application b. Initial Award c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input type="checkbox"/> b. Material change <input type="checkbox"/></p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No: ()</p> <p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97)</i></p>

Instructions for Completion of SF-LLL, Disclosure Of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment I
Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

Attachment J Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC

Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of FSMC's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's
Authorized Representative

Title

Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

Attachment K Menu Specifications

Respondent must submit a twenty-one (21) day lunch menu, based on the below food specifications.

SFA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether Respondents provide a variety of exciting and interesting meals.

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012.

Attachment L Food Specifications

SFA Healthy Food Standards

The SFA is issuing this bid with the priority of providing healthy meal options to students. In our commitment to providing students with the nutritious and healthy meals, we have set higher meal standards and expect the selected SFSC to meet these standards listed below. Vendor must be able to document compliance for these standards.

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

USDA (min per day)	USDA K-5 Standards	SFA Standards 2016-17
Cups/oz/grams per week	July 2012	
Fruits 2.5 (0.5)	<ol style="list-style-type: none"> 1) Fresh, frozen without added sugar, canned in juice/light syrup, or dried fruit options 2) No more than half the offerings may be in the form of juice 3) 100% juice only 4) 1/4 cup dried fruit = 1/2 cup fruit 5) Fruit/vegetable separated into two components 	<ol style="list-style-type: none"> 1) Fresh, canned or frozen (no additives). Fruits must be served at every lunch. 2) No juice can be served at lunch 3) Daily serving reflects variety over the week
Vegetables 3.75 (0.75)	<ol style="list-style-type: none"> 6) Daily serving that reflects variety over the week 7) Fresh, frozen, and canned products <ul style="list-style-type: none"> - Dark green 0.5 - Red/Orange 0.75 - Starch 0.5 - Other 0.5 	<ol style="list-style-type: none"> 4) Fresh or frozen (no additives). Vegetables must be served at every lunch. 5) A daily vegetarian entrée option must be provided if the entree is not vegetarian

	<ul style="list-style-type: none"> - Additional Vegetable 1.0 - Legumes 0.5 (can also be credited as meat alternative) 	
Grain 8-9 oz (1)	8) Schools must offer the daily and weekly serving ranges of grains (min and Max) 9) All grains offered must be whole grain-rich (SY2014-15) <i>“Whole grain-rich” must be at least 50 percent whole grains</i> 10) Only 2 creditable grain-based desserts allowed a week. 11) Grains should meet at least one of the following: <ul style="list-style-type: none"> - Whole grains pre-serving must be ≥ 8g (IOM) - Must have FDA’s whole grain health claim on packaging - Whole grain must be first in product ingredient list 	6) All grains served must meet both of the following: <ul style="list-style-type: none"> - Whole grains per serving must be ≥ 8gm (IOM) - Whole grain must be first in product ingredient list
Meats/Meat Alternates 8-10 oz (1)	12) A variety of meat/meat alternates is encouraged 13) Tofu and soy yogurt will be allowable as meat alternate	7) No mechanically separated meat 8) No animal by-products 9) Serving of processed meats with additives and fillers (e.g. sausage, meat patties) <u>must be limited to 2 times per week</u>
Cheese	No standard	10) No serving of processed cheese with additives and fillers (e.g. American cheese)
Fluid Milk 5 (1)	14) Allowable options <ul style="list-style-type: none"> - Fat free (unflavored/flavored) - Low-fat (unflavored) - Fat-free or low-fat (lactose-reduced/lactose-free) 15) Must offer at least two choices	11) All milk served must be rBST and rBGH free (artificial growth hormone free) as declared by manufacturer 12) No chocolate milk
Saturated Fat	16) < 10 percent of total calories 17) No total fat standard	
Trans Fat 0g	18) 0 grams = less than 0.5g serving 19) Naturally occurring trans fat excluded (e.g. beef, lamb, dairy products)	13) No artificial trans fats or hydrogenated oils in ingredient lists
Sodium	20) Current standard: ≤ 1230 mg 21) 2022-23 standard: ≤ 640 mg	
Sugar	No standard	14) Only products with natural sugar are allowed 15) No foods with High Fructose Corn Syrup in the ingredient list are allowed

Cooking Method	No standard	16) No deep frying 17) Fresh, less processed food preparation methods are encouraged
Water	No standard	18) Provision of water is not required
Competitive Foods	No standard	19) No competitive foods can be sold in the cafeteria or on school premises

Attachment M

Bid Criteria

Criteria	Minimum Standard	Evidence/Document Requirement	Points
Financial Stability	Two years of profitable financial performance	Provide copies of company financial statements for past two years	5
Vended Meal Capabilities	Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries	Transportation plan, equipment inventory	10
K-12 Experience in the National School Lunch Program	A minimum of five (5) years in K-12 food service management, specifically National School Lunch Program	Documentation of experience as outlined in company history	20
References	Vendor must provide at least three customer references. Contract renewal rate preferred	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information.	5
Food Standards and Menu	Vendor must be able to meet all healthy food standards outlined in Attachment K and L with fresh meals delivered daily	Demonstration of ability to meet minimum requirements and a	10
Cost		Price per meal (lunch) clearly articulated in Attachment E	50

Attachment N

Site Information

School	American Indian Public Charter School I	American Indian Public Charter School II	American Indian Public High School
Address	171 12 th Street	1929 E 19 th Street	746 Grand Ave Oakland, CA 94610
City	Oakland	Oakland	Oakland
Zip	94607	94606	94610
Contact	Tiffany Tung	Tiffany Tung	Tiffany Tung
Phone	(510) 893-8701	(510) 893-8701	(510) 893-8701
Grades	2 nd - 8 th	K- 1st	9 th – 12 th
Enrollment	930	130	430
Estimated Lunch Participation %	64%	90%	81%
Lunch Start Time	11:00 AM	11:00 AM	12:25 PM
# of Lunch Periods	1	1	1
Breakfast Start time	8:00 AM	8:30 AM	8:00 AM
# of Breakfast Periods	1	1	1
SY18/19 Operating Days	180		
SY 18/19 Contract Start Date	07/01/2018		

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: E. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: Board Motion to Approve 2018-2019 Budgets.pdf

American Indian Model Schools

BOARD MEETING MOTION

Tuesday, May 15th, 2018 @ 6:30 pm

171 12th Street

Oakland, CA 94607



Motion: To Approve the 2018-2019 Budgets for AIPCS I, AIPCS II, and AIPHS, Subject to the Review and Approval of Said Budgets by the AIMS Finance Committee, for Submission to OUSD.

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: F. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: Board Motion to Approve 2018-2019 LCAPs.pdf

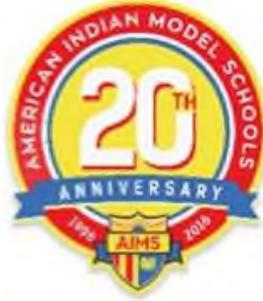
American Indian Model Schools

BOARD MEETING MOTION

Tuesday, May 15th, 2018 @ 6:30 pm

171 12th Street

Oakland, CA 94607



Motion: To Approve the 2018-2019 LCAPs for AIPCS I, AIPCS II, and AIPHS, Subject to the Review and Approval of Said LCAPs by the AIMS Finance Committee, for Submission to OUSD.

Coversheet

Discussion and Possible Action Regarding

Section: III. Action Items
Item: G. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material:
BOARD SERVICE OVER AND ABOVE THE PROVISIONS OF THE BY.pdf

BOARD SERVICE THAT RESULTS IN A LOSS OF INCOME

WHEREAS, the American Indian Modern Schools (hereafter noted as AIMS) is a valid and legal 501(c)3 non-profit organization,

WHEREAS, the AIMS Board President, Secretary and/or Treasurer, and/or chairpersons of the duly constituted committees, may be in their personal life self-employed or salaried;

WHEREAS, the AIMS Board President, Secretary and/or Treasurer and/or chairperson of the duly constituted committee is self-employed or salaried and is from time to time required to defend the AIMS organization by attending meetings/events, court proceedings, meet with legal counselor in person and/or via conference call at a time and/or for a length of time that is clearly over and above the duties and responsibilities of the board director as defined in the organization’s by-laws;

WHEREAS, the AIMS Board President, Secretary and/or Treasurer and/or chairperson of the duly constituted committee is self-employed or salaried, and from time required to defend the AIMS organization by attending meetings/events, court proceedings, meet with legal counselor in person and/or via conference call at a time and/or for a length of time that results in the loss of income or usage of a vacation day;

BE IT THEREFORE, RESOLVED, that when such an occurrence, takes place, the Board President, Secretary and/or Treasurer and/or chairperson of the duly constituted committee, who is self-employed or salaried shall calculate the exact loss of income and/or the hourly value of the vacation day(s), and submit in written form to the Superintendent within 10 days in which the loss took place;

BE IT, THEREFORE, RESOLVED that when such an occurrence takes place the AIMS Board officer and/or committee chairperson shall receive an official letter from the Superintendent quarterly acknowledging the date of the event, as well as the exact amount of the reported loss as a charitable contribution to the AIMS organization.

BE IT, THEREFORE, RESOLVED, that the provisions of this resolution shall be retroactive to the beginning of the fiscal year, July 1, 2017

Submitted by: Toni R. Cook, Secretary **Date of Board Approval:** _____

Coversheet

Recess to Closed Session

Section: IV. Closed Session
Item: B. Recess to Closed Session
Purpose: Discuss
Submitted by:
Related Material: Superintendent's evaluation.pdf



American Indian Model Schools

Board Approved Superintendent's Evaluation Tool

Submitted by: Superintendent Maya Woods-Cadiz

May 2018

The purpose of the superintendent's evaluation is to assist the Board and the superintendent in being thoughtful, creative, and tenacious toward advancing the district goals and develop a strong leadership team. The evaluation is the instrument through which the board provides feedback to the superintendent, how (s)he is performing and whether its goals for the district are being achieved and what needs to be done if they are not.

The superintendent will be evaluated in five (5) domains, annually. In each domain, there are between three (3) and six (6) subcategories in which s/he will be rated. A score in each subcategory will be given based on the degree in which the task has been completed. In each subcategory, the lowest score is zero (0) and the highest score is three (3). The scores in each domain will be totaled to provide an overall score for that domain. Continued employment will be predicated on the results of the evaluation, but will be in alignment with the employment contract of the superintendent. The five (5) domains in which the superintendent will be evaluated are:

- a. Instructional Leadership
- b. Business and Finance
- c. Staff Relations
- d. Community Relations
- e. Relationship with the Board

A. Instructional Leadership
 (Examples of performance indicators include but are not limited to: student achievement data, develop and participate in PD, collaborate with heads of school to discuss instructional practices, school observations/visitations, meet with site employees regarding observations, on-line surveys of teachers and students, audio and/or video recording of meetings.)

Professional Knowledge	Ineffective	Developing	Effective	Highly Effective	Score
	Is unaware of current instructional programs.	Has a limited knowledge of current instructional programs. Relies on others for info./data.	Demonstrates knowledge of effective instructional programs, and is able to discuss and implement them.	Demonstrates knowledge/facility and comfort with the implementation of current instructional programs. Seeks to communicate with others how the district is implementing best practices.	Highly Effective-Superintendent Woods-Cadiz meets weekly with site leaders and discusses instruction, curricular focus, and curricular choices. She attends the Alameda County of Educations trainings with staff leaders, Superintendent Woods-Cadiz participates in classroom walkthroughs. When meeting to negotiate the teacher's contracts, she is able to reference current

<p>Self-Improvement</p>	<p>Does not participate in professional development opportunities.</p>	<p>Passively participates in some professional development opportunities.</p>	<p>Seeks to learn and improve upon personal and professional abilities. Attends professional conferences when appropriate.</p>	<p>Eagerly seeks to learn and improve upon personal and professional abilities. Is able to apply this new learning for the benefit of the district. Participates actively in professional groups and organizations.</p>	<p>practices and advocates for the maximum number of instructional minutes to further the application of the instructional practices in the classroom.</p>
<p>Highly Effective- Superintendent Woods-Cadiz attended CCSA conference, and trainings at ACOE. She attended a two-day training on operations, legal requirements, and employee management with YMC. Supt. Woods-Cadiz completed the leadership program at Duke University and sits as an active board member with Enroll Oakland Charters, and CAAASA. She applies what she knows to train</p>					

<p>Focus on Students</p>	<p>Focus is on the management of the district and maintaining day-to-day operations. Student achievement isn't the priority.</p>	<p>Student achievement is a concern but does not always guide decisions-making.</p>	<p>Student achievement is important and guides decision-making.</p>	<p>Places student achievement as the top priority and consistently communicates this to others. Bases decisions on improving student achievement. This priority is reflected in the budget.</p>	<p>her staff and create policies for AIMS. Examples of the implementation of this knowledge are the revamped leaders' evaluation, the purchasing procedures, and the three-year budget and projection process that leaders are currently engaged in.</p>
<p>Highly Effective-Superintendent Woods-Cadiz requires that all programs are tied to academic performance and uses extracurricular programs as an incentive for positive academic performance. The AIMS sports program is a good example of how this is done. Students not meeting the required GPA for</p>					

Goal Development	Goals are not developed.	Goals are defined but restricted to implementing state curriculum standards.	Facilitates the development of short-term goals for the district. Provides the necessary financial resources to meet those goals.	Believes in and facilitates the development of short/long term goals for the district. Aligns the available resources within the budget to accomplish these goals.	MS and HS are placed on probation, and not allowed to participate in sports until their GPA is raised. Funds for weekly Saturday School and tutoring have been allocated to support students in academic performance. She has attended and helped monitor Saturday School on certain Saturdays.
Effective-AIMS is now at a level of stability thanks to the leadership of Superintendent Woods-Cadiz where it can now set long term goals. A grant has almost been finalized to support these efforts, and the site leaders have now designed their BHAGS under her leadership.					

<p>Staff Development</p>	<p>Staff development isn't provided. Staff members are responsible for their own pedagogical improvement.</p>	<p>Staff development programs are offered solely based upon available opportunities.</p>	<p>Staff development programs are offered based upon available opportunities that are targeted toward increasing student achievement.</p>	<p>Staff development programs are targeted toward district-specific goals and are sustained to increase student achievement</p>	<p>Effective- The goals of having culturally relevant instructors who understand and can implement the AIMS instructional model has been and will continue to be the focus for the coming year. Superintendent Woods-Cadiz has lead the site leaders and the operation department in ensuring that 10 days in the school calendar is set towards this purpose. She has negotiated relentlessly with the union to retain the professional development time.</p>
<p>Curriculum</p>	<p>Curriculum isn't a priority in the district.</p>	<p>Allows teachers to define their own curriculum. There is little or no coordination.</p>	<p>A curriculum is in place that seeks to meet the state standards.</p>	<p>There is an on-going review process to be sure the curriculum is aligned to the state standards and meets</p>	<p>Highly Effective- A review of the ELA and science curriculum was done to grades K-8 to ensure that</p>

					the needs of our students.	standards were being addressed. AP curriculum and HS curriculum were updated this year to meet current needs. The Superintendent led her leaders in these efforts and ensured that funding was available. Next year's review will be of the History and Math curriculum.
Subtotal						Highly Effective

B. Business and Finance

(Examples of performance indicators include but are not limited to: monitor budget, conduct local financial audits, maintains positive reserves, write grants, provides detailed information vis-à-vis finances at each Board Meeting, monthly financial statement provided to appropriate stakeholders, develop/use a structure to review all purchases.)

	Ineffective	Developing	Effective	Highly Effective	Score
Budget Development and Maintenance	Superintendent's budget knowledge is limited. The budget is developed and managed without taking into consideration	Superintendent works to develop and manage the budget to meet the immediate fiscal issues. Decisions are primarily	Budget actions are proactive and consider the most current information and data. A balance is sought to meet the	Budget actions are proactive and consider both current and long-range information and data. A balance is sought to meet	Effective- The Superintendent is currently engaged in a process of big vision budget planning with site leaders. In addition,

	current needs of the district.	reactive to current needs of the district.	needs of students and remain fiscally responsible to the community.	the current and future needs of students and remain fiscally responsible to the community.	to this she has been very active in negotiating the long term needs of AIMS and its stakeholders with the union.
Budget Reports	Doesn't report financial information to the board except with the annual audit.	Reports the status of financial accounts as requested by the board.	Regularly reports to the board concerning the budget and financial status.	Constant flow of budgetary/ financial information provided with discussion of the ramifications of any changes.	Effective- The Superintendent works with the CBO, CSMC, and the Finance Committee to ensure that the board receives accurate finance reports on a monthly basis.
Facility Management	A facilities management plan is not created. Maintenance is only performed when absolutely needed.	Facilities needs are discussed internally, but a plan is not created. Issues are addressed on an as-needed basis.	A facilities management plan is in place that includes the current status of the buildings and the need to improve any facilities in the future.	Facilities management plan in place, includes current status of buildings and the need to improve facilities in the future, with a projected plan to secure funding.	Effective- The Superintendent has been working with the operations department, OUSD, and other partners to meet the facilities needs of AIMS. She is working with Cabinet to secure 12 th street and has overseen the operations

	Resources are allocated without consideration of district needs.	Resources are allocated to meet immediate needs.	Resources are distributed based upon district goals and seek to meet immediate objectives.	Resources are distributed based upon district goals and seek to meet immediate and long-range objectives.	<p>department in the implementation of repairs and maintenance to the 12th street campus. Near the beginning of the year both the finance and facilities committees were presented with a list of priorities, and a plan for our facilities upgrades was presented at board meetings.</p> <p>Highly Effective- The Superintendent meets regularly with the CBO, CSMC, and site leaders to set and monitor the budget, the budget expenditure coversheets identify funding sources and LCAP goals which are tied to the over all goals.</p> <p>Effective</p>
Resource Allocation					
Subtotal					

C. Staff Relationship

(Examples of performance indicators include but are not limited to: refine hiring practices, design/improve recruitment efforts, lead leadership team meetings, participates in job fairs, lead advisory groups to get information/feedback on strategic plan, sign off on all personnel matters.)

	Ineffective	Developing	Effective	Highly Effective	Score
Internal Communication, including all schools	Doesn't have a specific system to inform staff of important matters.	Is inconsistent in keeping staff informed of important matters.	Keeps staff informed of most important matters.	Establishes a system of keeping staff continually informed of important matters.	Highly Effective- The Superintendent created schools specific Google groups that keep sites constantly informed of important matters she serves as one of the moderators of these groups. She attends meeting on the sites and has instituted the customer service-based communication to staff by central office.
Personnel matters	There is no system to handle personnel matters in a consistent manner. Some situations may be handled with bias.	A system has been established, but it is not applied consistently.	A system is used to address personnel matters with consistency, fairness, discretion and impartiality.	Establishes a system that is proactive with personnel matters. Personnel policies are routinely	Effective- HR systems are in place, and the office is staffed with experienced personnel. Superintendent

				discussed and promoted.	meets weekly with the HR officer to monitor the effectiveness, consistency, fairness, discretion and impartiality of that department.
Delegation of duties	Doesn't delegate duties. Maintains personal control over all district operations.	Delegates duties to staff, but retains final decision-making authority.	Delegates responsibility to staff within their abilities and then provides support to ensure their success.	Delegates responsibility to staff that will foster professional growth, leadership and decision-making skills.	Effective- The Superintendent strategically designed departments and division to create autonomy and delegation in the AIMS system. She is still providing support to ensure success, but leaves the final decision making when practical to do so to the department and division leads.
Recruitment	There is no formal recruitment process and/or hires are considered in an arbitrary manner.	A formal recruitment process is in place, but is not used consistently.	Follows a formal recruitment process for each hiring opportunity.	Follows a formal recruitment process for each hiring opportunity. Actively recruits the best staff available and	Effective- Now that AIMS is stabilizing under the Superintendent's leadership, we are poised to hire the best staff available.

Visibility	Seldom visits buildings.	Is present at building programs and special activities.	Visits buildings/classroom as time permits.	encourages their application to the district.	A formal recruitment process has been established. Effective- The Superintendent is constantly at both campuses. When not giving direct leader, teacher, leader, and student support she is visiting classes. Effective
Subtotal					

D. Community Relationship

(Examples of performance indicators include but are not limited to: develop advisory groups, attends civic organizations, relationship with local legislators and politicians, serve on community boards, guest speaker at civic organizations, complaints received versus complaints resolved.)

District Image	Ineffective Is negative about the district.	Developing Doesn't actively promote the district.	Effective Projects a positive image of the district as expected.	Highly Effective Projects and promotes a positive image of the district.	Score Highly Effective- The Superintendent spends seven days a week engaging the
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<p>Communication with community</p>	<p>Isn't readily available.</p>	<p>Provides appropriate information only when asked.</p>	<p>Actively seeks two-way communication with the community as appropriate.</p>	<p>Actively seeks communication, as appropriate, and works to provide alternative means of contact with the community.</p>	<p>community in person and virtually about the wonderful things happening at AIMS and encouraging others to support the efforts. Highly Effective- The Superintendent spends seven days a week engaging the community in person and virtually about the wonderful things happening at AIMS and encouraging others to support the efforts. In addition, to this she holds monthly "Superintendent Coffees" at both campuses, chairs a committee in FAC, attends FAC, send out surveys, maintains an active blog-based newsletter, and maintains a "AIMS Supt" Facebook</p>
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					<p>page as well as the AIMS Facebook page.</p> <p>Highly Effective- Superintendent has actively engaged the media on events like our "Black Panther" viewing. She has also constructively confronted Media outlets like the Post when they have been misinformed about happenings at AIMS.</p>
<p>Media relations</p>	<p>Initiates and actively engages the media.</p>	<p>Promotes the district in the media.</p>	<p>Isn't proactive, but is cooperative with the media.</p>	<p>Communicates with the media only when requested.</p>	
<p>Approachability</p>	<p>Is visible and approachable by members of the community. Attends a variety of events.</p>	<p>Is visible and approachable by members of the community.</p>	<p>Is visible, at a distance.</p>	<p>Is neither visible nor approachable by members of the community.</p>	<p>Highly Effective- Superintendent Woods-Cadiz has attended the majority of events K-12 this year. She is constantly seen out and about at the schools. When the food for homecoming fell through, she cooked and delivered food and chaperoned the activity. Both parents and students</p>

						approach her in a positive way at the schools and in the community.
Subtotal						Highly Effective

E. Relationship with the Board
 (Examples of performance indicators include but are not limited to: participate in setting Board Goals, support Board by providing good, sound information for decision-making, periodic updates outside of Board Meetings, make sure Board receives complete Board packet when meeting, make sure all policies and procedures are up-to-date, identify opportunity for the Board to participate in Board development.)

Information	Ineffective	Developing	Effective	Highly Effective	Score
	Does not provide the information the board needs to perform its responsibilities.	Keeps only some members informed, making it difficult for the board to perform its responsibilities.	Keeps the board informed with appropriate information as needed so it may perform its responsibilities.	Keeps all board members informed with appropriate, regular communication as defined in the agreed upon written	Effective- Board members are kept abreast of important information on a regular basis. The superintendent attends the majority

				communication plan so it may perform its responsibilities.	of committee meetings, is in ongoing communication with Board Officers, and initiates the setting of agenda planning meetings.
Board Questions	Board questions are rarely answered.	Board questions are answered, but not all members are apprised of relevant questions/answers.	Board questions are addressed with occasional follow-up to members.	Board questions are answered thoroughly with communication as defined in the agreed upon written communication plan to all members to ensure understanding.	Highly Effective- Board inquiries and request are answered promptly and thoroughly and in accordance to the communication plan.
Policy Involvement	Makes decisions without regard to adopted policy.	Is minimally involved in the development, recommendation and administration of district policies.	Is actively involved in the development, recommendation and administration of district policies.	Is proactive in the determination of district needs and policy priorities.	Highly Effective- Policies have been written and submitted to the board for approval in a proactive manner. An example of this is The AIMS per diem payment policy, and the policy regarding uniform modifications.

Board Development	Doesn't promote board development.	When asked, provides members with information about board development.	Works with the Board President to provide members with information regarding board development opportunities when they arise.	Actively and Continuously works with the Board President to encourage board development by seeking and communicating opportunities.	Highly Effective- The Superintendent has presented multiple opportunities for board development and recruitment to the board. She has worked with members to assure that they were in attendance.
Subtotal					Highly Effective

Total: The Superintendent rated *Highly Effective* in three of the domains and *Effective* in two. The majority of the ratings are *Highly Effective* thus the total is *Highly Effective*.

Adapted from the Council of School Superintendents.

