



AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Thursday May 2, 2019 at 6:00 PM PDT

Location

171 12th Street 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			6:00 PM
Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			2 m

	Purpose	Presenter	Time
<p>C. Approve prior Committee Meeting Minutes</p> <p>Approve minutes for Finance Committee Meeting on April 23, 2019</p>	<p>Approve Minutes</p>		<p>3 m</p>
<p>D. Public Comment on Non-Action Items</p> <p>Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee’s agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee 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 twenty (20) minutes (10 minutes per section).</u></p>			<p>10 m</p>
<p>E. Public Comment on Action Items</p> <p>Public Comment on Action Items is set aside for members of the Public to address the items on the Committee’s agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee 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 twenty (20) minutes (10 minutes per section).</u></p>			<p>10 m</p>
 II. Non-Action Items			
 III. Action Items			6:25 PM
<p>A. Out of State Travel - Acellus Training Approval</p> <p>Acellus Training Approval June Training in Kansas City, MO - June 18-20 Senior Acellus Coordinator: Marti Asay</p>	<p>Vote</p>	<p>Tareyton Russ</p>	<p>5 m</p>
<p>B. Employee Contracts</p> <ul style="list-style-type: none"> • 2019/2020 Employment Agreements <ul style="list-style-type: none"> ◦ Certificated Teacher Employment Agreement ◦ Non-Exempt Classified 11 Month Employment Agreement ◦ Non-Exempt Classified 12 Month Employment Agreement ◦ Classified Management Employment Agreement 	<p>Vote</p>	<p>Alma Morales</p>	<p>5 m</p>

	Purpose	Presenter	Time
◦ Certificated Management Employment Agreement			
C. ATI Discussion	Discuss	Katema Ballentine	5 m
IV. Closed Session			6:40 PM
A. Public Comment on Closed Session Items	FYI		10 m
<p>Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee 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 twenty (20) minutes (10 minutes per section).</u></p>			
B. Recess to Closed Session	FYI		
<p>Closed Session Items:</p> <ol style="list-style-type: none"> 1. Conference with Real Property Negotiators (Gov. Code Section 54956.9) 2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9) 			
C. Reconvene from Closed Session	Vote		2 m
<p>Roll Call</p>			
D. Report from Closed Session	FYI		3 m
V. Closing Items			6:55 PM
A. Items For Next Agenda	FYI		
<p>- Financial Impact of Flooding Incident</p> <p>-</p> <p>-</p> <p>-</p>			
B. Adjourn Meeting	Vote		

	Purpose	Presenter	Time
C. NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held November 20, 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

Coversheet

Approve prior Committee Meeting Minutes

Section: I. Opening Items
Item: C. Approve prior Committee Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Committee Meeting on April 23, 2019

APPROVED



AIMS K-12 College Prep Charter District

Minutes

Finance Committee Meeting

Date and Time

Tuesday April 23, 2019 at 6:00 PM

Location

171 12th Street, Oakland Ca. 94607

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Committee Members Present

C. Edington, K. Ballentine, M. Woods-Cadiz

Committee Members Absent

C. Thompson

Guests Present

K. Minor

I. Opening Items**A. Call the Meeting to Order**

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Tuesday Apr 23, 2019 at 6:47 PM.

- B. Record Attendance and Guests**
- C. Approve prior Committee Meeting Minutes**
- D. Public Comment on Non-Action Items**
- E. Public Comment on Action Items**

II. Action Items

A. D&O Renewal

Request a lower deductible. If the #'s change with lowering the deductible, add to the next board meeting agenda. If the #'s do not change, add to consent calendar.

B. Out of State Travel

National Charter Schools Conference 2019 - Las Vegas, Nv.: Approved to move to the next Board meeting agenda

C. 403B Vesting Schedule

403 B action item at climbing of 33 33 34

D. Salary "Me Too" Clause for District Administration (non-teachers)

Approved to move to the next Board meeting agenda.

III. Closing Items

A. Items For Next Agenda

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:22 PM.

Respectfully Submitted,

C. Edington

C. NOTICES

Coversheet

Out of State Travel - Acellus Training Approval

Section: III. Action Items
Item: A. Out of State Travel - Acellus Training Approval
Purpose: Vote
Submitted by:
Related Material: Acellus Training Approval.docx
LCAP Goal 3, Action 3 .pdf
2018-8-21 Board Meeting Minutes DRAFT (1).pdf

Acellus Training Approval:

June Training in Kansas City, MO

June 18-20

Senior Acellus Coordinator: Marti Asay

\$595/person to attend.

Staff attending this training will learn the general functions of Acellus, courses offered, how to navigate the database and answer any questions they have with the program. They'll be introduced to the STEM Program, a new coding course with robots and view the media rooms.

Location

11020 N Ambassador Drive, Kansas City, MO
64153

Cost Estimate

Cost Estimate for 2 attendees: \$5000

Cost Estimate for 3 attendees: \$3400

Registration Link:

<https://www.science.edu/acellus/training/acellus-educator-training/>

LCAP Approved (3.3) by training staff to use the purchased technology and programs.

Acellus Learning Contract approved on 8/21/18 Board Meeting.

Actions/Services	Actions/Services	Expenditures	Expenditures
School will hire athletic coaches School will offer competitive/comprehensive athletic programming School will purchase uniforms and sports equipment	School site hired teachers with coaching experience and credentials or outside adults with coaching experience to coach high school volleyball, soccer, swimming, & cross-country. All teams participated in the league competitions.	\$40,000	\$47,000

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
School will have an active and robust Student Government.	Leadership class was offered and student government officers contributed to the school climate and school activities and events.	\$9,000	\$8000

Action 8

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
AIPHS will purchase 140 new classroom desks.	Purchased 140 desks	\$18,000	\$17,500

Goal 3

Increase rate of students who are on track for college readiness by strengthening proficiency in mathematics and English language arts/literacy.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 2: State Standards (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 7: Course Access (Conditions of Learning)

Annual Measurable Outcomes

Expected

Actual

Hours of computer usage	10 Hours/week
Retention Rates	
California Assessment of Student Performance and Progress ELA: 52%, Math 72%	California Assessment of Student Performance and Progress ELA: 53.85%, Math 67.33%
17% of students getting a 3 or above score in AP exams	21.98% of students getting a 3 or above score in AP exams
60% of students scoring above state average in PSAT	31.85% of students scoring above state average in PSAT 9 65.38% of students scoring above state average in PSAT 10 61% of students scoring above state average in PSAT/NMSQT
60% of students scoring above state average in SAT	69.19% of students scoring above state average in SAT

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> The Course of Study will be updated on an annual basis to ensure continued alignment with the Common Core and English Language Development (ELD) State Standards, the Next Generation Science Standards (NGSS) and prepare students to meet the UC 'a-g' requirements. The school will continue to develop core content and course curriculum maps, 	<ol style="list-style-type: none"> Administrators led professional development in which teachers designed pacing guides and curriculum maps for core subjects during the start of the year. Teachers implemented the lessons and structures of the guides in their daily lesson plans. In collaboration with teachers, curriculum maps for history and science were created with NGSS and CA social studies standards. 	\$259,000	Textbook and curriculum \$298,000 PD - \$4500 Lead Teacher Stipend: \$5000

tools, and guides, in alignment CCSS and NGSS standards and materials.	3. Teachers received semi-weekly professional development based on curriculum, pedagogy, and school climate.		Total: \$307,500
3. Professional development and evaluation cycles will be strengthened across the school to ensure effective implementation of curriculum.	4. Using the Charlotte Danielson Framework, teachers were evaluated three times during the year with the TCRP Teacher Effectiveness Rubric.		

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> School will offer AP testing for all students enrolled in an AP class. School will pay SAT fees for all enrolled students in the 11th grade School will pay for PSAT fees for all enrolled students in the 9th and 10th graders School will pay for up to three college/university applications for our 12th graders 	<ol style="list-style-type: none"> 711 AP tests administered 35% students who took the SAT (fees paid) 35% students who took the PSAT (fees paid) 3% students who applied (fees paid) 	\$50,000	<ol style="list-style-type: none"> \$46,000 AP Tests SAT/PASAT - \$4400 \$14,450 Total: \$64,850

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<ol style="list-style-type: none"> Purchase 120 additional Chromebooks to add to and maintain pre-existing inventory. Establish a barcode tracking system of school Science equipment, laptops, music equipment, novels, and other materials. 	<ol style="list-style-type: none"> 120 more Chromebooks purchased Barcoding system purchased and begun coding new materials 	\$40,000	\$30,530

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
1. School will replace pre-existing textbooks to updated AP aligned ones 2. Update all science classrooms with science lab technology/equipment	1. Current AP aligned textbooks were purchased for Calculus, Pre-Calculus, Statistics, Algebra 2, Physics, Biology, World History and U.S. History. 2. Lab tables and specific lab materials were purchased for Biology and Chemistry.	AP Books included in 3.1 Science Equipment - \$80,000.00	1. \$298,000 2. \$73,400

Goal 4

Teaching and Learning Effectiveness – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Priority 2: State Standards (Conditions of Learning)

Annual Measurable Outcomes

Expected

Actual

Percentage of fully credentialed teachers 85.0%	Actual percentage of fully credentialed teachers: 100.0%
Rate of teacher mis assignments 0.01%	Rate of teacher mis-assignments: 0%
Monthly collaboration meetings 70% of teachers will meet monthly	70% of teachers met for collaboration meetings at least monthly: 12+ mtgs.
Classroom observation rated based on TCRP framework Availability of standards-aligned instructional materials, students are enrolled in	0% of teachers showed improvement from 1st observation to the 2nd formal observation.

American Indian Model Schools

BOARD MEETING AGENDA
 Tuesday, August 21st, 2018 @ 6:30 pm
 171 12th Street
 Oakland, CA 94607



I. CALL TO ORDER 6:41

II. ROLL CALL

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

Quorum Established

III. ADOPTION OF AGENDA

Motion: Director Cook moves to adopt the agenda

2nd: Director Thompson

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

Motion: Passes

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

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VI. NON-ACTION ITEMS

1. President's Report

- Board President, Mr. Steven Leung
SL- We have hired a new board secretary
MWC- Has set their goals at the retreat – support for getting long term housing for the board

2. Superintendent's Report

- Superintendent Woods-Cadiz

Director Wan arrives 6:50 pm

3. AIMS k-12 Report

- Head of Schools AIPHS, Mr. Tareyton Russ
- Head of Academics AIPHS, Mr. Peter Holmquist
- Head of Middle School, Mr. Maurice Williams
- Head of Intermediate, Mr. Christopher Ahmad
- Head of Primary, Ms. Erin Oh

4. Human Resources Report

- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

5. Operations Report

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

6. ELD Coordinator Report

- ELD Coordinator, Ms. Vannee Chand

VII. ACTION ITEMS

1. Consent Calendar

i. Personnel Report

- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

ii. Approval Board Meeting Minutes for 6/19/2018 & 8/4/2018

- Secretary to the Board of Directors, Ms. Nesha Patel

iii. Approval of Acellus Learning Contract and Proposed Network Upgrades

- Head of Academics AIPHS, Mr. Peter Holmquist

iv. Approval of Purchase of Foss Science Kits for AIPCS II

- Head of Middle School, Mr. Maurice Williams

v. Approval of SCOE Teacher Induction MOU

- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

vi. Approval of LunchMasters Contract

- Data, Accountability, and Operations Manager, Ms. Tiffany Tung

vii. Approval of Paramount Elevator Contract

- Data, Accountability, and Operations Director, Ms. Marisol Magana

Motion: Director Cook moves to approve the consent calendar

2nd: Director Thompson

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

Motion: Passes

2. Discussion and Possible Action Regarding **Approval to Purchase Addition Cengage Textbooks for AIPHS by Reallocating Funds**

- Head of Schools AIPHS, Mr. Tareyton Russ
- Head of Academics AIPHS, Mr. Peter Holmquist

Motion: Director Cook moves to approve the purchase of additional textbooks, reallocation of funds, and by-back presented

2nd: Director Thompson

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

Motion: Passes

3. Discussion and Possible Action Regarding **Approval of Remaining 2018/2019 Employee Contracts**

- HR Coordinators, Mr. Peter Saechao & Ms. Alma Morales

Motion: Director Cook moves to approve the 2018-2019 Employee Contracts

2nd: Director Thompson

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

Motion: Passes

4. Discussion and Possible Action Regarding **Approval of AIMS Un-Audited Actuals**

- CSMC School Business Manager, Ms. Adrienne Barnes

Motion: Director Cook moves to approve giving authority to the finance committee to approve the Un-Audited Actuals from CSMC by September 15th

2nd: Director Thompson

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

Motion: Passes

5. Discussion and Possible Action Regarding **Making AIMS Board Legal Committee an Ad Hoc Committee Instead of a Standing Committee**
 - Board Secretary & Legal Committee Chair, Ms. Toni Cook

Motion: Director Cook moves to make the Legal Committee ad hoc, and to create a Governance Committee as agreed upon in the Board Goals developed at the Board Retreat. When the Governance Committee meets, it will do so at the same time that the Legal Committee previously had

2nd: Director Thompson

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

Motion: Passes

6. Discussion and Possible Action Regarding **Approving AIMS Board Long-Term and Short-Term Goals Developed at Board Retreat**
 - Board President, Mr. Steven Leung

Motion: Director Cook moves to approve the Board Goals as stated

2nd: Director Thompson

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

Motion: Passes

7. Discussion and Possible Action Regarding **Approval to Create an Ad Hoc Funds Development Committee**
 - Board President, Mr. Steven Leung

Motion: Director Thompson moves to approve the creation of an Ad Hoc Funds Development Committee to raise funds for the school for various needs, and to meet on an as needed basis

2nd: Director Cook

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

Motion: Passes

8. Discussion and Possible Action Regarding Approval of AIMS 2018-2019 Board Calendar

- Board Secretary, Ms. Toni Cook

Director Cook moves to table this item until the September meeting, and asks to be sent the 4D Board Calendar from 2017-2018 in order to draft a new 2018-2019 4D Board Calendar which will reflect the Governance Committee potential meeting dates, agenda setting meeting dates

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 8:18 pm

1. Public Employee Discipline/Dismissal/Release (Gov. Code Section 54957)
2. Public Employee Appointment – Finance Manager (Gov. Code Section 54957)

X. RECONVENE FROM CLOSED SESSION 9:14 pm

XI. ROLL CALL

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

Quorum Established

XI. REPORT FROM CLOSED SESSION

- **The AIMS Board approves the dismissal/release presented based on the administration’s recommendation, and to pay final wages by September 5th**
- **The AIMS Board approves the proposed hiring of a Finance Manager based on the recommendation of the Superintendent**

XII. ITEMS FOR NEXT AGENDA

- **4D Board Calendar**

XIII. ADJOURNMENT 9:17 pm

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on September 18th, 2018 at 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 is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ PM Certification of Posting

Coversheet

Employee Contracts

Section: III. Action Items
Item: B. Employee Contracts
Purpose: Vote

Submitted by:

Related Material:

Non-Exempt Classified 11 Month Employment Agreement 2019-2020 Final for Board.pdf

Non-Exempt Classified 12 Months Employment Agreement 2019-20 Final for Board.pdf

Certificated Management Employment Agreement 2019-2020 Final for Board.pdf

Classified Management Employment Agreement 2019-2020 Final for Board.pdf

Certificated Teacher Employment Agreement 2019-2020 Updated 4.11.19 438pm.pdf

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Employee Name]

This Employment Agreement (“Agreement”) is entered into on **[Insert Date]** (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and **[Insert Employee Name]** (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2019 and shall end on June 30, 2020, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve **[Insert number of work days]** work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of **[Insert Position]** 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 **[Insert Position]** 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 **[Insert Position]** 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 eleven (11) month employee whose work year shall commence on [Insert DATE] and shall conclude on June 30, 2020.

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

OR

[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 [Insert annual salary amount \$00.00] OR [Insert hourly rate \$00.00], 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 the Effective Date. Paychecks will compensate employees for 1/22 of their annual salary. Any overpayments shall be repaid within the 2019-2020 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. As per applicable California laws, eligible Employees will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Eleven (11) month Employees will be allotted eleven (11) full-time (8 hour) days for a total of eighty-eight (88) 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. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee. Employees hired for full-time employment will be paid per diem.. 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.

September 2	Labor Day
November 11	Veteran’s Day
November 25-29	Thanksgiving Day Recess
December 23-January 3	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
March 30-April 3	Spring Break
May 25	Memorial Day

4. **CONDITIONS OF EMPLOYMENT:**

- a. Employee represents that he/she possesses a [Insert Degree] or equivalent.
- b. 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 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:

- a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.

- b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.
- c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of Employee's 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 – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Employee Name]

This Employment Agreement (“Agreement”) is entered into on **[Insert Date]** (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and **[Insert Employee Name]** (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. TERM:

This Agreement shall commence on July 1, 2019 and shall end on June 30, 2020, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve **[Insert Number of work days]** work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of **[Insert Position]** 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 **[Insert Position]** 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 **[Insert Position]** 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 [Insert DATE] and shall conclude on June 30, 2020.

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

OR

[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 [Insert annual salary amount \$00.00] OR [Insert hourly rate \$00.00], 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 the Effective Date. Paychecks will compensate employees for 1/24 of their annual salary. Any overpayments shall be repaid within the 2019-2020 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. As per applicable California laws, eligible Employees 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. 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:

Twelve (12) month Employees 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. Employees hired for full-time employment will be paid per diem.. 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
September 2	Labor Day
November 11	Veteran’s Day
November 27-29	Thanksgiving Day Recess
December 23-January 1	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
April 1- 3	Spring Break
May 25	Memorial Day

4. CONDITIONS OF EMPLOYMENT:

- a. Employee represents that he/she possesses a [Insert Degree] or equivalent.
- b. 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 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:

- a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.
- b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.
- c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of Employee's 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 MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Name]

This Employment Agreement (“Agreement”) is entered into on July 1, 2019 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and **[Insert Name]** (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2019 and shall end on June 30, 2020, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve **[Insert Number of Work Days]** work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of **[Insert Position]** 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 7:00 AM – 7:00 PM. 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 [Insert Salary Amount \$00.00], 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. Paychecks will compensate employees for 1/24 of their annual salary. Any overpayments shall be repaid within the 2019-2020 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. As per applicable California laws, eligible Employees 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. 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

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

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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:

Twelve (12) month Employees 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 and July 5	Independence Day
September 2	Labor Day
November 11	Veteran’s Day
November 27-29	Thanksgiving Day Recess
December 23-January 1	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
April 1-3	Spring Break
May 25	Memorial Day

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

4. CONDITIONS OF EMPLOYMENT:

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: **[Insert 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

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

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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.

c. Termination Without Cause:

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

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.

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

PAGE 6 OF 8

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

EMPLOYEE NAME:

EMPLOYMENT AGREEMENT (CERTIFICATED MANAGEMENT):

PAGE 7 OF 8

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:

- a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.
- b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.
- c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of Employee's 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 – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Employee Name]

This Employment Agreement (“Agreement”) is entered into on **[Insert Date]** (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and **[Insert Employee Name]** (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

1. TERM:

This Agreement shall commence on July 1, 2019 and shall end on June 30, 2020, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve **[Insert Number of Work days]** work days within this term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of **[Insert Position]** 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 \$[Insert Dollar amount \$00.00] for 2019-2020 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. Paychecks will compensate employees for 1/24 of their annual salary. Any overpayments shall be repaid within the 2019-2020 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. As per applicable California laws, eligible Employees 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:

Twelve (12) month Employees 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 4-5	Independence Day
September 2	Labor Day
November 11	Veteran’s Day
November 27-29	Thanksgiving Day Recess
December 23-January 1	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
April 1-3	Spring Break
May 25	Memorial Day

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.
- b. 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.

c. 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:

- a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.
- b. All information Employee has provided to the Charter School related to Employee’s employment is true and accurate.
- c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of 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

[Insert Name]

This EMPLOYMENT AGREEMENT is entered into this **[Insert Date]**, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the “Charter School”), and **[Insert Name]** (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, 2019 and shall end on June 30, 2020.

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 205 paid days, over 11 months, annually. The 205 days includes 190 teaching days, 5 Teacher Orientation days, and 10 other non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. 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 **[Insert Dollar Amount \$00.00]** 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 semi-monthly over an eleven-month period beginning with the first pay period following the Effective Date. Paychecks will compensate employees for 1/22 of their annual salary. Any overpayments shall be repaid within the 2019-2020 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 8 hours per month for eleven months (88 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 11-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.

Paid Sick Leave - 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.

Paid Sick Leave 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.

d. **Holidays**

The following are the 2019/2020 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 2	Labor Day
November 11	Veteran’s Day
November 25-29	Thanksgiving Day Recess
December 23-January 3	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
March 30-April 3	Spring Break

May 25

Memorial Day

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:

<i>Credential</i>	<i>Expires</i>
[Insert Credential Term and Credential Type]	[Insert Credential Expiration Date]

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 teaching 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 teaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Superintendent of the Charter 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 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.

8. **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.

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:

- a. Employee has read this AGREEMENT and accepts employment with the Charter School on the terms specified herein.
- b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.

- c. This is the entire AGREEMENT between the Charter School and Employee regarding the terms and conditions of Employee's 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