

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

Luis Hernandez

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

1. **TERM:**

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

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$18.30 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

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

5. **EVALUATION:**

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

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

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

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

b. **Termination for Cause:**

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. GENERAL PROVISIONS:

a. Governing Law:

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

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

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

Employee Signature: *[Handwritten Signature]* Date: 4/24/2016

Address: 2525 10th Ave Apt #2 Oakland, CA 94609

Telephone: 510-500-7719

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS

