

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Alma Morales**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave (“PSL”):

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

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

d. Vacation Days:

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

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

e. **Holidays**

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

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

**4. CONDITIONS OF EMPLOYMENT:**

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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination For Cause:

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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



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

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Christopher Ahmad**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays

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

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

**4. CONDITIONS OF EMPLOYMENT:**

a. Credential/Certificate:

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

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

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

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

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

- v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.

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

5. EVALUATION:

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

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

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

- b. Termination For Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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



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

**8. OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

Agreement.

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 5-10-18

Address: 1825 Capistrano Way, Burlingame, CA 94010

Telephone: 925-325-6523

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Erin Oh**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave (“PSL”):

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

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

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

d. Vacation Days:

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

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

e. **Holidays**

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

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

**4. CONDITIONS OF EMPLOYMENT:**

a. **Credential/Certificate:**

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

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

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

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



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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

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

consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. **NONRENEWAL OF CONTRACT:**

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

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

**10. GENERAL PROVISIONS:**

**a. Governing Law:**

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

**b. Entire Agreement:**

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

**c. Modifications:**

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

**d. Assignment:**

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

**e. Severability:**

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

**f. Waiver:**

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

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

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

Address: 3090 Glascock St #112, Oakland, CA

Telephone: 760.213.2052

**CHARTER SCHOOL APPROVAL:**

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

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Signature of AIMS Board

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Superintendent of AIMS

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Janet Blondeau**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:



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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

5. **EVALUATION:**

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

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

This Agreement may be terminated by:

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

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

b. **Termination for Cause:**

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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

b. **Entire Agreement:**

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

c. **Modifications:**

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

d. **Assignment:**

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

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

**CHARTER SCHOOL APPROVAL:**

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

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

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

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



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

  
 \_\_\_\_\_  
 Employee

4/23/18  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dean

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 AIMS Board

\_\_\_\_\_  
 Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Larry Atkins**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

d. Vacation Days:

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

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

c. **Holidays**

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

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

4. **CONDITIONS OF EMPLOYMENT:**

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

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

5. **EVALUATION:**

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

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

This Agreement may be terminated by:

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

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

b. **Termination For Cause:**

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

c. **Death or Permanent Disability of Employee:**

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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

e. Severability:



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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

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

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Marisol Magana**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave (“PSL”):

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

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

d. Vacation Days:

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

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

e. **Holidays**

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

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

**4. CONDITIONS OF EMPLOYMENT:**

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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination For Cause:

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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



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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 5/14/18

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

Telephone: 510-301-6015

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Nhi Chau***

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

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

**1. RECITALS:**

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

2. **TERM:**

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

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

3. **EMPLOYMENT TERMS:**

a. **Position: Resource Specialist**

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

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

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

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

4. **COMPENSATION AND BENEFITS:**

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

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

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

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

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

## 5. **CONDITIONS OF EMPLOYMENT:**

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

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

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

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

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

## 6. EVALUATION:

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



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

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

This AGREEMENT may be terminated by:

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

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

8. **NONRENEWAL OF CONTRACT:**

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

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

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

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

11. **GENERAL PROVISIONS:**

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

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

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature:  Date: 4-20-2018

Address: 156 Selwyn Drive Apt #2 Milpitas CA 95035

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

**CHARTER SCHOOL APPROVAL:**

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

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

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature:  Date: 7-26-2018

Address: 156 Selwyn Drive Apt# 2 Milpitas CA 95035

Telephone: 415-684-3911

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

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

---

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

Nhi Chau

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

C:     Maya Woods-Cadiz, Superintendent





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

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

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

Employee Signature:  Date: 9-26-2018

Address: 156 Schuyler Drive Apt#2 Milpitas CA 95035

Telephone: 415-654-3911

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



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

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

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

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

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

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



# American Indian Model Schools

## Verification of Previous Work Experience

Human Resources  
171 12<sup>th</sup> Street  
Oakland, CA 94607

### Employee Section

Employee Name: Nhi Chau

Employee Social Security Number: XXX-XX-8543

### Employer Section

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

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

District/Organization: Garden Grove Unified

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

Contact Email: pwakefield@ggusd.us

Contact Phone Number: (714) 663-6310

Authorized Official:

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

Please mail to the Human Resources Department at the address listed above or email to [hr@aimschools.org](mailto:hr@aimschools.org)



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Peter Saechao**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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



c. Paid Sick Leave (“PSL”):

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

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

d. Vacation Days:

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

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

e. **Holidays**

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

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

4. **CONDITIONS OF EMPLOYMENT:**

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

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

5. **EVALUATION:**

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

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

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination For Cause:

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

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

Address: 9652 Apple Mill Drive Elk Grove, CA 95624

Telephone: 510-230-5690

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





**FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Vannee Chand**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

vacation time will be paid out upon termination.

e. **Holidays**

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

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

**4. CONDITIONS OF EMPLOYMENT:**

a. **Credential/Certificate:**

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

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

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

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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

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

b. Termination For Cause:

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

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

7. **NONRENEWAL OF CONTRACT:**

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

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

10. **GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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



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

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

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

Employee Signature: Vanessa Chud Date: 5/10/18

Address: 172 Coloma Way, Vallejo, CA 94589

Telephone: 510-938-3670

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Brielle Washington**

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

1. **TERM:**

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

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave (“PSL”):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

**10. GENERAL PROVISIONS:**

a. Governing Law:

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

b. Entire Agreement:

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

c. Modifications:

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

d. Assignment:

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



e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

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

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

Telephone: (510) 967-0171

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



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

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

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



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Eric Lee**

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

1. **TERM:**

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

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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



d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

5. EVALUATION:

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

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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

b. **Entire Agreement:**

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

c. **Modifications:**

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

d. **Assignment:**

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

e. Severability:

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

f. Waiver:

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

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

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

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

Address: 409 International Blvd #B

Telephone: (510) 507-2936

**CHARTER SCHOOL APPROVAL:**

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

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

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

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



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

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

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

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Melissa Ha**

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

**1. TERM:**

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

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

**5. EVALUATION:**

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

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

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

**10. GENERAL PROVISIONS:**

**a. Governing Law:**

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

**b. Entire Agreement:**

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

**c. Modifications:**

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

**d. Assignment:**

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



e. Severability:

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

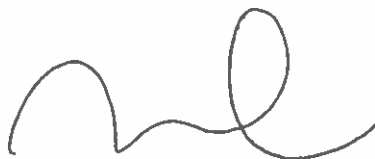
f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 4/23/18

Address: 5337 San Simeon Pl. Castro Valley CA 94552

Telephone: (510) 882-090

**CHARTER SCHOOL APPROVAL:**

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Mohammad Masalmeh**

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

1. **TERM:**

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

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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

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

b. Work Hours:

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

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

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

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

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

5. EVALUATION:

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

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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



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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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

b. **Entire Agreement:**

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

c. **Modifications:**

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

d. **Assignment:**

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 4/13

Address: 685 Dartmore Ln #263

Telephone: 5164587015

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



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

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

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

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

Mohammad Masalmeh

Employee

4/23

Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
AIMS Board

\_\_\_\_\_  
Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Alexander Lee**

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

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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



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

b. Work Hours:

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

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$57,347.50 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

5. EVALUATION:

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

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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

b. **Entire Agreement:**

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

c. **Modifications:**

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

d. **Assignment:**

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

e. Severability:

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

f. Waiver:

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

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 4/25/18

Address: 3115 Chestnut Street, Oakland, CA 94608

Telephone: 626-827-2260

**CHARTER SCHOOL APPROVAL:**

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO:           Certificated Teachers  
FROM:        Robert Mayfield, Director, Human Resources  
SUBJECT:     Salary Placement for 2018-19  
DATE:        April 24, 2018

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

### Alma Solis

2017-18 Annual Salary -	\$53,901.00
2018-19 Annual Salary -	\$54,710.00
2018-19 Extended Year Salary -	\$4,031.00

C:     Maya Woods-Cadiz, Superintendent



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Alma Solis**

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature: Alma Solis Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510 - 910 - 3382

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



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

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

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

Employee Signature: *Alma Solis* Date: 4/30/18

Address: 4949 Antioch Loop, Union City, CA 94587

Telephone: 510-910-3382

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Alma Solis***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alma Solis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

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

1. **RECITALS:**

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

2. **TERM:**

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

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

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

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

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

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

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

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$53,901 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual



salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

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

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

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

##### 5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

02/01/2020

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

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

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

6. EVALUATION:

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

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

This AGREEMENT may be terminated by:

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

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

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

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

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

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

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

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


Employee Signature:  Date: 4/25/17

Address: 4949 Artochi Ln, Union City CA 94587

Telephone: 510 910 3382 Social Security Number: 566 83 2159

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 4-19-17  
Superintendent of AIMS

1

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

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

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

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

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

  
\_\_\_\_\_

Employee

4/25/17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Dean

4-19-17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Superintendent

4.19.17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

AIMS Board

7/20/2017  
\_\_\_\_\_

Date



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Alyssa Puga**

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



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

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

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

Employee Signature:  Date: 5/4/18

Address: 2600 San Leandro Blvd Apt #1101

Telephone: (831) 229-3693

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Alyssa Puga***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Alyssa Puga (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

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

1. **RECITALS:**

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

2. **TERM:**

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

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

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

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

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

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

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

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

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

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

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

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

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

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

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

6. EVALUATION:

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



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

This AGREEMENT may be terminated by:

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

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

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

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

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

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

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

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


Employee Signature:  Date: 4/25/17

Address: 259 Wilson St

Telephone: (831) 229-3693 Social Security Number: 626-34-1456

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 4-19-17  
Superintendent of AIMS



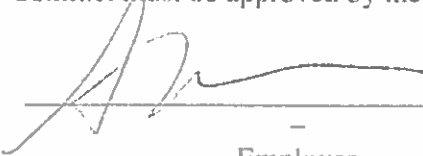
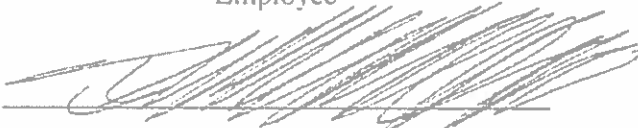


**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

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

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,913, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

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

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

 _____ Employee	<u>4/25/14</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4/19/17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Anna Bach**

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

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

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

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

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

b. Work Hours:

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

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,817.71 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:



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

c. Paid Sick Leave ("PSL"):

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

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

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

d. Vacation Days:

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

e. Holidays:

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

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

4. CONDITIONS OF EMPLOYMENT:

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

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

5. EVALUATION:

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

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

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

b. Termination for Cause:

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

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

8. OUTSIDE PROFESSIONAL ACTIVITIES:

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

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

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

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

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

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

b. **Entire Agreement:**

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

c. **Modifications:**

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

d. **Assignment:**

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

e. Severability:

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


f. Waiver:

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

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

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

Employee Signature:  Date: 4/27/18

Address: 2740 22<sup>nd</sup> Ave Oakland, CA 94606

Telephone: 510-316-4925

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Brian Cabrera**

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature: Brian Cabrera Date: 4-24-18

Address: 1560 Jackson St. #24 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

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

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

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

Employee Signature: *Brian Cabrera* Date: 4-24-18

Address: 1560 Jackson St #27 Oakland, CA 94612

Telephone: 510-932-6068

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Brian Cabrera***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Brian Cabrera (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

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

1. **RECITALS:**

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

2. **TERM:**

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

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

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

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

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

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

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

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

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

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

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

5. **CONDITIONS OF EMPLOYMENT:**

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

Credential

Expires

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

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

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

**6. EVALUATION:**

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

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

This AGREEMENT may be terminated by:

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

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

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

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

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

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

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.



- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

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


Employee Signature:  Date: 4-21-17

Address: 1560 Jackson St. #24

Telephone: 517-932-6069 Social Security Number: 370-94-5949

**CHARTER SCHOOL APPROVAL:**

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 4-17-17  
Superintendent of AIMS



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

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

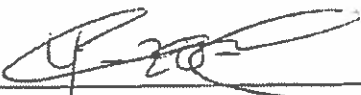
1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. **Best Efforts of Employee.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. **Compensation of Employee.**
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,972, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. **Compliance with Employer's Rules.** Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

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

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

  
\_\_\_\_\_  
Employee

4-21-17  
Date

  
\_\_\_\_\_  
Dean

4-20-17  
Date

  
\_\_\_\_\_  
Superintendent

4-19-17  
Date

  
\_\_\_\_\_  
AIMS Board

7/20/2017  
Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Carlos Rodriguez**

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

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

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

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

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

b. Work Hours:

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

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

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

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

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

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

c. Paid Sick Leave ("PSL"):

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

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

PSL may be taken in minimum increments of two (2) hours. Employee must

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

d. Vacation Days:

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

e. Holidays:

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

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



TBD Spring Break (10-month employees)  
TBD Spring Break (12-month employees)

4. **CONDITIONS OF EMPLOYMENT:**

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

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

5. **EVALUATION:**

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

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

This Agreement may be terminated by:

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

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

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor,

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

c. Death or Permanent Disability of Employee:

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

d. Termination Without Cause:

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

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

7. NONRENEWAL OF CONTRACT:

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

the Employee.

**8. OUTSIDE PROFESSIONAL ACTIVITIES:**

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

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

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

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

**10. GENERAL PROVISIONS:**

**a. Governing Law:**

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

**b. Entire Agreement:**

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

c. Modifications:

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

d. Assignment:

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

e. Severability:

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

f. Waiver:

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

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

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

Employee Signature: Carlos Rodriguez Date: 4/27/18

Address: 4737 Ygnacio Ave - Apt 5 Oakland CA 94601

Telephone: 510-689-8018

CHARTER SCHOOL APPROVAL:

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

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Charlton Sharpe**

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

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

By signing below, the EMPLOYEE declares as follows:

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

Employee Signature: Charlton Sharpe Date: 4/24/18  
Address: 2025 Arroyo Drive  
Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





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

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

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

Employee Signature: Charlton Sharpe Date: 4/26/18  
Address: 2025 Aragon Drive  
Telephone: 925-207-1903

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Charlton Sharpe***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Charlton Sharpe (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

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

**1. RECITALS:**

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

2. **TERM:**

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

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

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

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

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

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

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

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$54,120** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

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

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

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

5. **CONDITIONS OF EMPLOYMENT:**

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

Credential

Expires

Multiple Subject Credential

Pending

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

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.



- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Charlt Sly Date: 4/21/17

Address: 2025 Aragon Drive

Telephone: (925) 207-1903 Social Security Number: 563-04-1273

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017  
Signature of AIMS Board

[Signature] Date: 7-19-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Charlton Sharpe (“Employee”).


1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

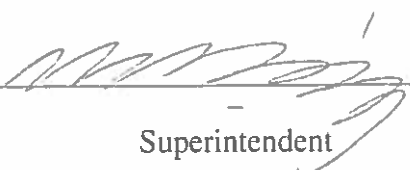
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_  
Employee


4/21/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dean

4-20-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

4-19-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AIMS Board

7/20/2017  
\_\_\_\_\_  
Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Kim Moebius**

This Employment Agreement (“Agreement”) is entered into on July 1<sup>st</sup>, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kim Moebius (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [240] work days within this term.

**2. EMPLOYMENT TERMS:**

a. Position and Duties:

Employee has been hired for the position of Executive Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that

Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

**3. COMPENSATION AND BENEFITS:**

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,975.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act,

Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

July 4 - Independence Day  
September 3 - Labor Day  
November 12- Veteran's Day  
January 21 - Martin Luther King Day  
February 18 - President's Day  
May 27 - Memorial Day

TBD Thanksgiving Day Recess  
TBD Winter Break  
TBD Spring Break

**4. CONDITIONS OF EMPLOYMENT:**

- a.) Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

EMPLOYEE represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

**5. EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.



**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable

accommodation.

d. **Termination Without Cause:**

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her

initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

- f. Waiver:  
Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Daniel Marks**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: \_\_\_\_\_

Date: 4/26/18

Address: \_\_\_\_\_

964 Estudillo Ave San Leandro CA 94577

Telephone: \_\_\_\_\_

209-298-8909

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daniel Marks* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18

Address: 964 Estudillo Ave San Leandro CA 94577

Telephone: 209-298-8909

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

*Daniel Marks*

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Daniel Marks (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$54,120.00 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

##### **5. CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential  
Single Subject: English

Expires  
06/01/2021

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

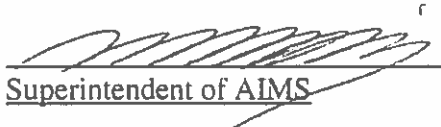
Employee Signature:  Date: 5/16/17

Address: 964 Estudillo Ave. San Leandro CA 94577

Telephone: 209-298-8909 Social Security Number: 556-91-6939

**CHARTER SCHOOL APPROVAL:**

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 5-3-17  
Superintendent of AIMS







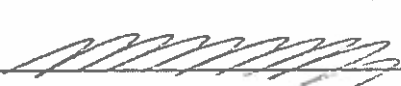

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Daniel Marks ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,988, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	<u>5/16/17</u> _____
Employee	Date
 _____	<u>5/18/17</u> _____
Dean	Date
 _____	<u>5-3-17</u> _____
Superintendent	Date
 _____	<u>7/20/2017</u> _____
AIMS Board	Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Erik Olson**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Erik Olson** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Erik Olson* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Erik Olson* Date: 27 Apr 2018

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

*Erik Olson*

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Erik Olson (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.



2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,932 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject: Social Science	06/01/2020
Single Subject: Foundational Math	06/01/2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

**6. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the

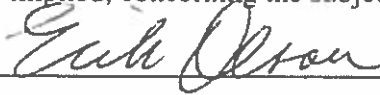
parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:


- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

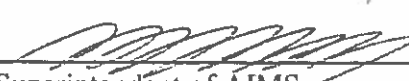
Employee Signature:  Date: 15 MAY 2017

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 5-3-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Erik Olson ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as



defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.


6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_

Employee

5/15/2017  
\_\_\_\_\_


Date

  
\_\_\_\_\_

Dean

5/4/17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Superintendent

5-3-17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

AIMS Board

7/20/2017  
\_\_\_\_\_

Date

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nicole Bella** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Abel Date: 4/27/18

Address: 76 Glashaus Loop Emeryville CA 94608

Telephone: (714) 747-7301

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Fenglin Wu**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Fenglin Wu** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Fenglin Wu Date: 4/25/18  
Address: 679 10th ST, Oakland, CA 94607  
Telephone: 415-866-9986

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Fenglin Wu* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Fenglin Wu* Date: *4/25/18*

Address: *679 10th ST, Oakland, CA 94607*

Telephone: *415-866-9986*

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Francisco Reyes**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Francisco Reyes (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)



**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/24/10

Address: 4611 Merz St. Oakland CA 94601

Telephone: 510 735 6281

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Fred Schobert**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:



The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.


f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18  
Address: 2200 Geller Blvd # 6206 South SF, 94080  
Telephone: 925.864.5942

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



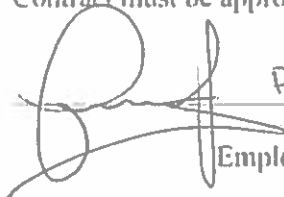


**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**


 Fred Schubert  
 Employee

4/27/18  
 Date

\_\_\_\_\_  
 Dean

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 AIMS Board

\_\_\_\_\_  
 Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Fred Schobert**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Fred Schobert (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.



9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.


f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18  
Address: 2200 Geller Blvd # 6206 South SF, 94080  
Telephone: 925.864.5942

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

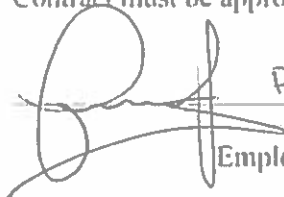


**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Fred Schobert (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,636.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**


 Fred Schubert  
 Employee

4/27/18  
 Date

\_\_\_\_\_  
 Dean

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 AIMS Board

\_\_\_\_\_  
 Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Irene Vega**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Irene Vega (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:



The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 2631 39<sup>th</sup> Ave Oakland CA 94619

Telephone: (510) 500-6499

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Jard Davis**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jard Davis Date: 4-30-18  
Address: 2702 Jett Dr. Richmond, CA, 94804  
Telephone: (407) 375-0900

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jard Davis** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Jard Davis***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jard Davis (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,120.00 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

##### 5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential  
Single Subject: Physical Education

Expires  
Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the



EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Justin Davis Date: 6-9-17  
Address: 2762 Jetty Dr. Richmond CA, 94804  
Telephone: (407)375-0900 Social Security Number: 524-59-6792

**CHARTER SCHOOL APPROVAL:**

[Signature] Date: 7/20/2017  
Signature of AIMS Board

[Signature] Date: 6-7-17  
Superintendent of AIMS



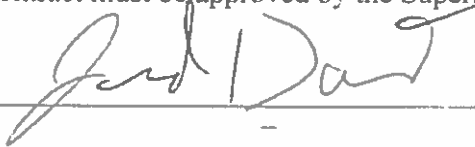
**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Jared Davis ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,988.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_

Employee

  
\_\_\_\_\_

Date

\_\_\_\_\_

Dean

\_\_\_\_\_

Date

  
\_\_\_\_\_

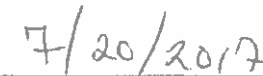
Superintendent

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

AIMS Board

  
\_\_\_\_\_

Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **510-789-8667**

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Jeong Kinser**

This EMPLOYMENT AGREEMENT is entered into on July 27<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **() Full-time or () Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$55,756 annually less statutory and other**

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 <sup>st</sup> , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

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Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17  
Signature of AIMS Board

[Signature] Date: 10-23-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: **04/21/2018**

Address: **31297 San Andreas Drive, Union City, CA 94587**

Telephone: **( 510) 789-8667**

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

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Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Jeong Kinser**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Jeong Kinser** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
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- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeong Kinser Date: 4/23/2018

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510 - 789 - 8667

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement







## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO: Certificated Teachers  
FROM: Robert Mayfield, Director, Human Resources  
SUBJECT: Salary Placement for 2018-19  
DATE: April 24, 2018

---

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jeong Kinser

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C: Maya Woods-Cadiz, Superintendent



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Jeong Kinser**

This EMPLOYMENT AGREEMENT is entered into on July 27<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jeong Kinser (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

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- 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.

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3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

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b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

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a. **Salary:** Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 <sup>st</sup> , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

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Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- c. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the



duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Jeffrey P. [Signature] Date: 10/24/2017

Address: 31297 San Andreas Drive, Union City, CA 94587

Telephone: 510-789-8667 Social Security Number: 621-23-3920

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17  
Signature of AIMS Board

[Signature] Date: 10-23-17  
Superintendent of AIMS






**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Jeong Kinser (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multi-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____	07/31/2017 _____
Employee	Date
 _____	 _____
Dean	Date
 _____	 _____
Superintendent	Date
_____	_____
AIMS Board	Date



## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO:           Certificated Teachers  
FROM:        Robert Mayfield, Director, Human Resources  
SUBJECT:     Salary Placement for 2018-19  
DATE:         April 24, 2018

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Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Jesse Rubino

2017-18 Annual Salary -	\$55,756.00
2018-19 Annual Salary -	\$56,592.00
2018-19 Extended Year Salary -	\$4,170.00

C:     Maya Woods-Cadiz, Superintendent



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Jesse Rubino**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Jesse Rubino* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Jesse Rubino* Date: 4/27/18

Address: 30375 Vanderbilt St - Hayward CA 94544

Telephone: 510-475-0846

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Jesse Rubino* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Jesse Rubino III Date: 4/27/18  
Address: 30375 Vanderbilt St. Hayward Ca 94541  
Telephone: 510 475-0846

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Jesse Rubino III**

This EMPLOYMENT AGREEMENT is entered into on July 27<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Jesse Rubino III (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position:** Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$55,756 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

##### **5. CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	July 1 <sup>st</sup> , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the



duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 10-24-17

Address: 30375 Vanderbilt St. Hayward Ca 94544

Telephone: 510-475-0846 Social Security Number: 571-85-6116

CHARTER SCHOOL APPROVAL:

 Date: 11/21/17  
Signature of AIMS Board

 Date: 10-23-17  
Superintendent of AIMS

American Indian Model Schools  
Employment Agreement  
[Extended Year 2017]

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Jesse Rubino III ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,108.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through (August 18, 2017). Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings

5. **At-Will Employment.** All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an atwill employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include I-leath Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Jesse Rubino III

Employee

7-30-17

Date

Toreyta Puro

Dean

Date

7-28-17

[Signature]

Superintendent

7-28-17

Date

AIMS Board

Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Joshua Peralta**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Peralta* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:

Signature of AIMS Board

\_\_\_\_\_  
Date:

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joshua Peralta** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: \_\_\_\_\_ Date: 4/27/18

Address: 3820 MacArthur Blvd # 2, Oakland, CA 94619

Telephone: (562) 753-1700

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Joshua Peralta***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Peralta (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,932 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

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August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential  
Single Subject Credential: English

Expires  
01/01/2019

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the

EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for

other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the

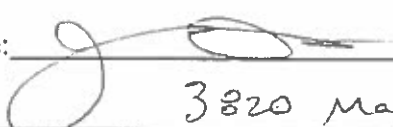
State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**


By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 5/10/17  
Address: 3820 MacArthur Blvd #2  
Telephone: (562) 753-1700 Social Security Number: \_\_\_\_\_

**CHARTER SCHOOL APPROVAL:**

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 5-3-17  
Superintendent of AIMS





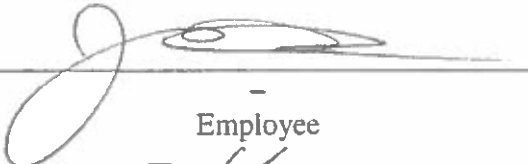
**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Joshua Peralta ("Employee").


1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_  
Employee

5/10/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dean

5.9.17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

5-3-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AIMS Board

7/20/2017  
\_\_\_\_\_  
Date



## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO:           Certificated Teachers  
FROM:        Robert Mayfield, Director, Human Resources  
SUBJECT:     Salary Placement for 2018-19  
DATE:        April 24, 2018

---

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Joshua Weiss

2017-18 Annual Salary -	\$57,441.00
2018-19 Annual Salary -	\$58,302.00
2018-19 Extended Year Salary -	\$4,296.00

C:     Maya Woods-Cadiz, Superintendent

4/27/18



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: \_\_\_\_\_

Date: 4/27/18

Address: \_\_\_\_\_

100 Boyd Road, Apt 103, Pleasant Hill, CA 94523

Telephone: \_\_\_\_\_

302-581-8144

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Joshua Weiss**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joshua Weiss* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/27/18

Address: 106 Boyd Road, Apt 103, Pleasant Hill, CA 94523

Telephone: 302-531-8144

**CHARTER SCHOOL APPROVAL:**

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Joshua Weiss**

This EMPLOYMENT AGREEMENT is entered into on August 14<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joshua Weiss (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position:** Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$57,441 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	May 1 <sup>st</sup> , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 10/27/17

Address: 100 Boyd Road Apt. 103

Telephone: 302-531-8144 Social Security Number: 174-64-8272

CHARTER SCHOOL APPROVAL:

 Date: 11/21/17  
Signature of AIMS Board

 Date: 10-23-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Joshua Weiss (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,232**, less applicable withholding and authorized deductions, for work to be performed from **August 1, 2017** through **August 18, 2017**. Employee will be paid on **August 15, 2017** and **August 31, 2017**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
AIMS Board

\_\_\_\_\_  
Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Joyce Yuan**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Joyce Yuan** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/26/18

Address: 401 Cornell Ave. #1 Albany, CA 94706

Telephone: 530-276-3752

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Joyce Yuan* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/26/18

Address: 401 Cornell Ave. #11 Albany CA 94706

Telephone: (530)276-3752

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Joyce Yuan***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Joyce Yuan (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$53,901** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual



salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

**5. CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

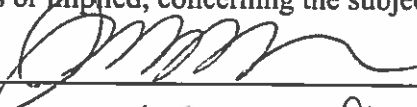
- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/17  
 Address: 1420 B Neilson Street Berkeley CA 94702  
 Telephone: (530)276-3752 Social Security Number: 622-78-3769

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
 Signature of AIMS Board

 Date: 4-19-17  
 Superintendent of AIMS



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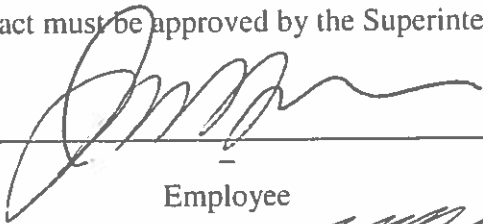

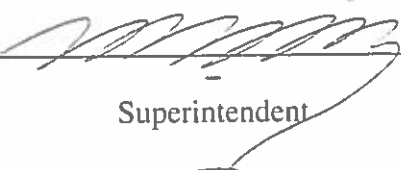

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Joyce Yuan ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,972**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 _____ Employee	<u>4-24-17</u> _____ Date
 _____ Dean	<u>4-19-17</u> _____ Date
 _____ Superintendent	<u>4-19-17</u> _____ Date
 _____ AIMS Board	<u>7/20/2017</u> _____ Date



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Justin Shelmire**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Justin Shelmire (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)  
TBD Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

**8. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**



By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *J. Helmiu* Date: 04/27/18

Address: 7917 Greenly Drive Oakland, CA 94605

Telephone: 510-867-0324

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Kevin Ma**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kevin Ma (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.



The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Kamm Date: 4/27/18

Address: 2416 Marina Blvd San Leandro, CA, 94577

Telephone: 510-388-3897

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Kristina Case**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Kristina Case (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:



Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

**a. Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

**b. Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: KARIM M. AZI Date: 5/1/2018

Address: 11715 Foggo Dr

Telephone: (925) 544-8556

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Kristina Case (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

Robert M. Carter

Employee

5/1/2018

Date

\_\_\_\_\_  
Dean

Dean

\_\_\_\_\_  
Date

Date

\_\_\_\_\_  
Superintendent

Superintendent

\_\_\_\_\_  
Date

Date

\_\_\_\_\_  
AIMS Board

AIMS Board

\_\_\_\_\_  
Date

Date



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Lauren Dascole**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Lauren Dascole** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Lauren Dascole Date: 4/30/18

Address: 724 Wimbledon Road Walnut Creek, CA 94598

Telephone: (925) 465-4099

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Lauren Dascole** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Lauren Dascole Date: 4/30/18

Address: 724 Wimbledon Rd. Walnut Creek, CA 94598

Telephone: (925) 465-4099

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Lauren Dascole***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Lauren Dascole (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **\$59,634** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

##### **5. CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.
6. **EVALUATION:**
- The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.



7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Lauren Gascole Date: 4/21/17

Address: 724 Wimbledon Road Walnut Creek, CA 94598

Telephone: (925) 465-4099 Social Security Number: 617-01-7925  
(925) 286-9986 (cell)

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017  
 Signature of AIMS Board

[Signature] Date: 4-19-17  
 Superintendent of AIMS



100

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Lauren Dascole ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,394**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

Lauren Darcole

Employee

4/21/17

Date

[Signature]

Dean

4-20-17

Date

[Signature]

Superintendent

4-19-17

Date

[Signature]

AIMS Board

7/20/2017

Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Luis Garnica**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Luis R. Garnica Date: 4/27/18

Address: 2697 66th Ave, Oakland CA

Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Luis Garnica** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Luis R. Garnica Date: 4/27/18

Address: 2697 66<sup>th</sup> Ave, Oakland CA

Telephone: (661) 300-1882

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Luis Garnica**

This EMPLOYMENT AGREEMENT is entered into on July 27<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Luis Garnica (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,932 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Single Subject Teaching Credential	June 1 <sup>st</sup> , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the



duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Chris Loomis* Date: 10/25/17

Address: 2697 66th Ave, Oakland CA 94605

Telephone: (664) 300 1882 Social Security Number: 615-05-9594

CHARTER SCHOOL APPROVAL:

*[Signature]* Date: 11/21/17  
Signature of AIMS Board

*[Signature]* Date: 10-23-17  
Superintendent of AIMS

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Luis Garnica ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for core, single-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,048.00, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

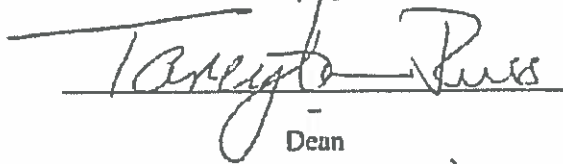
6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



Employee

8/8/17

Date



Dean

7-28-17

Date



Superintendent

7-28-17

Date

AIMS Board

Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Luis Hernandez**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Luis Hernandez (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$18.30 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:



Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 4/24/2016

Address: 2525 10<sup>th</sup> Ave Apt #2 Oakland, CA 94609

Telephone: 510-500-7719

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO:           Certificated Teachers  
FROM:        Robert Mayfield, Director, Human Resources  
SUBJECT:     Salary Placement for 2018-19  
DATE:        April 24, 2018

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Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Madeleine Seiwald

2017-18 Annual Salary -	\$54,120.00
2018-19 Annual Salary -	\$54,932.00
2018-19 Extended Year Salary -	\$4,048.00

C:     Maya Woods-Cadiz, Superintendent





**FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)**

**Between  
American Indian Model Schools  
and  
Madeleine Seiwald**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: MSe Date: 4/27/18

Address: 42 1453 86th St Berkeley CA 94702

Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS


Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Madeleine Seiwald* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
  
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
  
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/27/18  
Address: 1453 66th St Berkeley CA 94702  
Telephone: 510-325-8472

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT (CERTIFICATED)**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Madeleine Seiwald***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Madeleine Seiwald (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. TERM:

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. EMPLOYMENT TERMS:

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. COMPENSATION AND BENEFITS:

a. Salary: Compensation shall be \$54,120 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.



7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

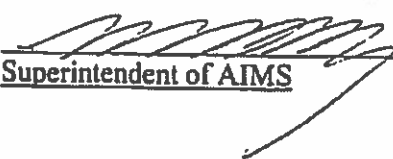
Employee Signature:  Date: 4/21/17

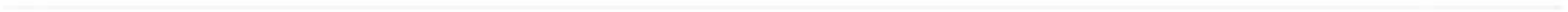
Address: 1453 66th St Berkeley CA 94702

Telephone: 510 325 8472 Social Security Number: 608 52 3065

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 4-19-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Madeleine Seiwald ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,988**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_

Employee

4/21/17

Date

  
\_\_\_\_\_

Dean

4-19-17

Date

  
\_\_\_\_\_

Superintendent

4-19-17

Date

  
\_\_\_\_\_

AIMS Board

7/20/2017

Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Maria Lacebal-Valdez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacebal-Valdez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-18

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement






**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maria Lacedal-Valdez** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4-27-18  
Address: 22525 3rd St Apt 109, Hayward CA 94541  
Telephone: 415-298-5991

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Maria Lacebal-Valdez**

This EMPLOYMENT AGREEMENT is entered into on August 2<sup>nd</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maria Lacebal-Valdez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position:** Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$56,363 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	February 1 <sup>st</sup> , 2020

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the



duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself


regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.


Employee Signature:  Date: 10-27-2017

Address: 22525 3rd St Apt 109, Hayward CA 94541

Telephone: 415 298-5991 Social Security Number: -6257

CHARTER SCHOOL APPROVAL:

 Date: 11/21/17  
Signature of AIMS Board

 Date: 10-23-17  
Superintendent of AIMS

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Maria Lacedal-Valdez (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,153**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**  
**American Indian Model Schools**  
**and**  
*Maryetta Golden*

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Maryetta Golden* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-24-2018

Address: 220 78 ARBOR AVE APT 424

Telephone: 510 258 3744

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Maryetta Golden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Maryetta Golden***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Maryetta Golden (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$58,067.00 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following

August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

##### 5. CONDITIONS OF EMPLOYMENT:

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Provisional Internship Permit	09/01/2017
Multiple Subject Credential	Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to

evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the


parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4-27-2017  
Address: 22078 Arbor Ave. # 424  
Telephone: 510 258 3744 Social Security Number: 498 52 3039

CHARTER SCHOOL APPROVAL:

 Date: 7/20/2017  
Signature of AIMS Board

 Date: 4-27-17  
Superintendent of AIMS





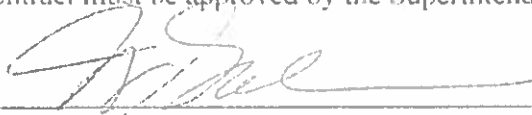
**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Maryetta Golden ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$4,279.00**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



Date




Dean



Date



Superintendent



Date



AIMS Board



Date

**FIXED TERM EMPLOYMENT AGREEMENT – CERTIFICATED MANAGEMENT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Matthew Gordan**

This Employment Agreement (“Agreement”) is entered into on July 1<sup>st</sup> 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Matthew Gordan (“Employee”). The Charter School and Employee are collectively referred to as the “Parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 236 work days within this term.

**2. EMPLOYMENT TERMS:**

a. Position and Duties:

Employee has been hired for the position of Educational Coordinator (College Bound Kids) and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest

exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a yearly salary of \$65,000.00 for 2018-19, less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve month period beginning with the first pay period following the Effective Date. Any overpayments shall be repaid within the 2018-19 year.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused

vacation time will be paid out upon termination.

e. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
July 2 – 6	Summer Break
November 21 – 23	Thanksgiving Day Recess
December 24 – January 2	Winter Break
March 27 – 29	Spring Break

**4. CONDITIONS OF EMPLOYMENT:**

a. Credential/Certificate:

Employee represents that he/she possesses the following California Credentials and/or certificates: \_\_\_\_\_.

Employee further represents that he/she is not now under contract with any other school district or public-school entity in the State of California.

Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

- i. Immediately register each credential with all appropriate agencies.
- ii. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

- iii. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  - iv. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for immediate dismissal.
  - v. Failure to pass CBEST or Charter School-prescribed proficiency test. No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this Agreement shall automatically terminate and the Charter School will no longer employ Employee.
- b. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. These events are in part described in the 2018-2019 Administrative Policy. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

5. **EVALUATION:**

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance



compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with,

the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/8/18

Address: 185 Athol Ave, Apt. 27, Oakland, CA 94606

Telephone: 919-332-2462

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Michael Esola**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Michael Esola (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$50,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the



recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

**a. Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

**b. Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

**c. Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

**d. Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. **Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Waiver:**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Michael Good Date: 4/24/18  
Address: 1454 Santa Teresa Drive, Pittsburg, CA 94565  
Telephone: 650 823 1419

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Michael Esola ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,709.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**

Michael Asola

Employee

4/27/18

Date

\_\_\_\_\_

Dean

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Date

\_\_\_\_\_

AIMS Board

\_\_\_\_\_

Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Morning Star Vasquez**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Morning Star Vasquez** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vasquez Date: 7/27/2018

Address: 565A Pacific Ave. Alameda, CA 94501

Telephone: 707-486-0468

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:

Signature of AIMS Board

\_\_\_\_\_  
Date:

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and ***Morning Star Vasquez*** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
  
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
  
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: *Morning Star Vasquez* Date: *4/27/2018*

Address: *565A Pacific Ave. Alhambra, CA 94501*

Telephone: *(707) 486 0468*

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Morning Star Vasquez**

This EMPLOYMENT AGREEMENT is entered into on July 27<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Morning Star Vasquez (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**I. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position:** Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$52,320 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. CONDITIONS OF EMPLOYMENT:

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 <sup>st</sup> , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the



duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire AGREEMENT between the Charter School and myself

regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Morning Star Vagyang 10/25/2017

Address: 505A Pacific Avenue

Telephone: 707-486-0468 Social Security Number: 570-57-2096

CHARTER SCHOOL APPROVAL:

[Signature] Date: 11/21/17  
Signature of AIMS Board

[Signature] Date: 10-23-17  
Superintendent of AIMS

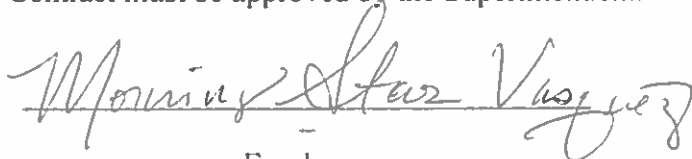
**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Morning Star Vasquez (“Employee”).

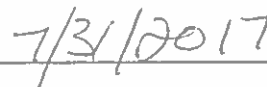
1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,855**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

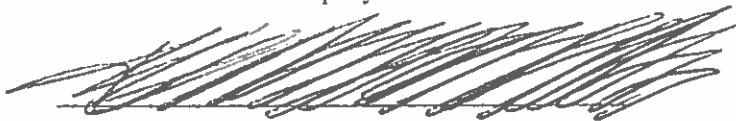
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee



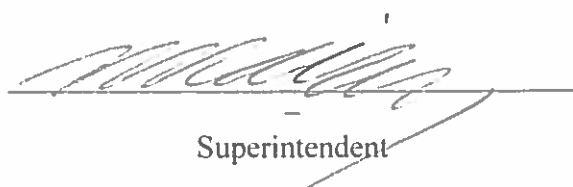
Date



Dean



Date



Superintendent



Date

\_\_\_\_\_  
AIMS Board

\_\_\_\_\_  
Date



## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO: Certificated Teachers  
FROM: Robert Mayfield, Director, Human Resources  
SUBJECT: Salary Placement for 2018-19  
DATE: April 24, 2018

---

Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Natalie Glass

2017-18 Annual Salary -	\$53,105.00
2018-19 Annual Salary -	\$53,901.00
2018-19 Extended Year Salary -	\$3,972.00

C: Maya Woods-Cadiz, Superintendent

4/30/18

\* I'd like to meet w/ Rob Mayfield to discuss yrs. of teaching experience and to make sure that I'm at the correct salary step/schedule.

*Natalie Glass*



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Natalie Glass**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie Glass Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 856-6274

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement





**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Natalie Glass** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/30/18

Address: 525 Sunnyview Dr. #103

Telephone: (916) 850-6274

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Natalie Glass***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Natalie Glass (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. **(  ) Full-time or (  ) Part-time (specify hours, workweek, and work year):**

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. **The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.**

4. **COMPENSATION AND BENEFITS:**

a. **Salary: Compensation shall be \$53,105 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual**

salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

Multiple Subject Credential

Pending

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

Pre-Service  
Statement of Release  
Aug 1, 17 deadline 8/21

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.



- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Natalie [Signature] Date: 4/23/17

Address: 525 Sunnyview Drive #103

Telephone: (916) 856-6274 Social Security Number: 602-07-3414

CHARTER SCHOOL APPROVAL:

[Signature] Date: 7/20/2017  
Signature of AIMS Board

[Signature] Date: 4-19-17  
Superintendent of AIMS



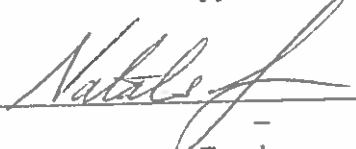
**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Natalie Glass ("Employee").


1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,913**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

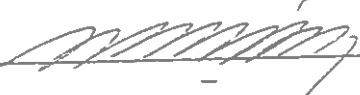
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

  
\_\_\_\_\_  
Employee

4/23/17  
Date

  
\_\_\_\_\_  
Dean

4/20/17  
Date

  
\_\_\_\_\_  
Superintendent

4-19-17  
Date

  
\_\_\_\_\_  
AIMS Board

7/20/2017  
Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Nemanja Radmanovic**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nemanja Radmanovic (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**



Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: *[Handwritten Signature]* Date: 5/4/2017

Address: 3840 Yorkshire St

Telephone: 570 862 5132

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Nhi Nguyen**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Nhi Nguyen (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Administrative Assistant and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$54,818.00 (Step A), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:



The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: Associate Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Mr. Nyman Date: 4-26-18

Address: 2627 Benvenue Avenue Berkeley, CA 94704

Telephone: 510-710-1329

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Peter Choi**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Peter Choi (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day

TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)

TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

**7. NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

**8. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.



3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 5/7/2018

Address: 3537 Quigley Street Oakland, CA 94619

Telephone: (510) 417-9012

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Rebecca Gustafson-O'Hare**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Rebecca Gustafson-O'Hare (EMPLOYEE)**.

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Rebecca Gustafson-O'Hare** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
  
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
  
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Rebecca S. Gustafson - O'Hare Date: April 26, 2018

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

***Rebecca Gustafson-O'Hare***

This EMPLOYMENT AGREEMENT is entered into this July 1<sup>st</sup> 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Rebecca Gustafson-O'Hare (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position: Teacher**

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$57,525 annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual



salary.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential

Expires

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
  2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
  3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
  4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
  5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
  6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.
- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.
- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of

either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**

- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: *Richard G. [Signature]* Date: April 24, 2017

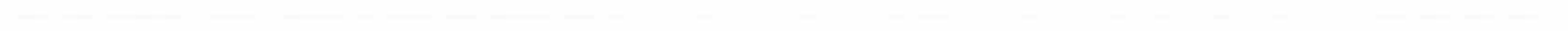
Address: 245 Lee Street, Oakland, CA 94610

Telephone: (510) 709-8120 Social Security Number: 553-33-2684

CHARTER SCHOOL APPROVAL:

*[Signature]* Date: 7/20/2017  
Signature of AIMS Board

*[Signature]* Date: 4-19-17  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Rebecca Gustafson-O’Hare (“Employee”).

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$4,239, less applicable withholding and authorized deductions, for work to be performed from [August 1, 2017] through [August 18, 2017]. Employee will be paid on [August 15, 2017 and August 31, 2017].
  - b. Employee’s salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer’s Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as

defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

*Patricia C. Gubert-O'Keefe*

Employee

*[Redacted Signature]*

Dean

*[Redacted Signature]*

Superintendent

*[Redacted Signature]*

AIMS Board

April 24, 2016

Date

4-13-17

Date

4-19-17

Date

7/20/2017

Date



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Sabrina Clark**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sabrina Clark (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Student Supervisor Aide and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 -	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 -	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.



Employee Signature: Sabrina [Signature] Date: 4-27-18

Address: 230 Wayne Ave Apt 209

Telephone: 630.209.2757

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Nicole Bella**

This **2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Nicole Bella** (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Nicole Bella Date: 4/27/18

Address: 86 Glasgow Loop Emeryville CA 94608

Telephone: (714) 747-7301

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Sharon Lo**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharon Lo (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 152 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$39,474.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

**a. Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

**b. Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the



recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Shw G Date: 5/4/18

Address: 2505 Stuart St Berkeley, CA 94705

Telephone: (415) 533-9296

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Sharon Lo (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$2,857.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

- 6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
- 7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
- 8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 9. Contract must be approved by the Superintendent.

  
 \_\_\_\_\_  
 Sharon Lo

Employee

5/4/18  
 \_\_\_\_\_

Date

\_\_\_\_\_  
 Dean

Dean

\_\_\_\_\_  
 Date

Date

\_\_\_\_\_  
 Superintendent

Superintendent

\_\_\_\_\_  
 Date

Date

\_\_\_\_\_  
 AIMS Board

AIMS Board

\_\_\_\_\_  
 Date

Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Sharroky Hollie**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Sharroky Hollie (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.



Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$45,628.00 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 9944 Voltaire Ave, Oakland, CA 94603

Telephone: 310 905 2075

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





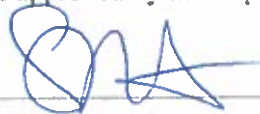
**American Indian Model Schools  
Employment Agreement  
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Sharroky Hollie ("Employee").

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,362.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



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Employee

04/26/2018

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Date

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Dean

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Date

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Superintendent

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Date

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AIMS Board

---

Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Stephanie Gaston**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Stephanie Gaston (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

**a. Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

**b. Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the



recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-26-18

Address: 1271 Washington Ave # 595 San Leandro, CA  
94577

Telephone: 510-932-3562

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**American Indian Model Schools  
Employment Agreement  
Extended Year 2018**

This Employment Agreement (“Agreement”) is made effective by and between American Indian Model Schools (“Employer”) and Stephanie Gaston (“Employee”).

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are “at will” employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. **Insurance Benefits.** Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. **Adjustments and Changes in Employment Status.** Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. **Return of Property.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. **Contract must be approved by the Superintendent.**



4-26-18

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
AIMS Board

\_\_\_\_\_  
Date

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Taylor Moxon**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Taylor Moxon (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.



Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$49,342.00, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must

provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)

TBD Spring Break (10-month employees)  
TBD Spring Break (12-month employees)

4. **CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: 30 Day Substitute Permit.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. **Mutual Agreement of the Parties:**

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. **Termination for Cause:**

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor.

or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to

the Employee.

**8. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/30/18

Address: 1518 4<sup>th</sup> Ave. #2 Oakland, CA 94606

Telephone: (925)348-5611

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS






**American Indian Model Schools  
Employment Agreement  
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Taylor Moxon ("Employee").

1. Employer shall employ Employee as an Instructional Aide III. Employee has been hired for the position of Instructional Aide III. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check. 2) CBEST 3) and obtain state authorization for substitute classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,636.00**, less applicable withholding and authorized deductions, for work to be performed from **TBD** through **TBD**. Employee will be paid on **TBD** and **TBD**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Employee	<u>4/30/2018</u> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Dean	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Superintendent	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> AIMS Board	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Teresa Saefong**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/24/18

Address: 2117 15th Ave SAC, CA 95820

Telephone: (916) 712-3351

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement



**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Teresa Saefong* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/24/18

Address: 4216 Sierra Vista Ave Sac, CA 95820

Telephone: (916) 712-3351

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017



**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Teresa Saefong**

This EMPLOYMENT AGREEMENT is entered into on October 9<sup>th</sup>, 2017, by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Teresa Saefong (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a Teacher at the Charter School under the following terms and conditions:

**1. RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School's charter.



2. **TERM:**

This AGREEMENT shall commence on July 1, 2017 and shall end on June 30, 2018

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. **Position:** Teacher

A copy of the job specification for the position of Counselor is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b.  Full-time or  Part-time (specify hours, workweek, and work year):

This full-time position includes 190 paid days (over 10 months) annually. The 190 days includes 180 teaching days and 10 non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 26 paid holiday/vacation days per school year, based on the attached 2017-2018 school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 190 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be \$54,105 annually less statutory and other

authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid bi-monthly over a ten-month period beginning with the first pay period following August 31, 2017. Paychecks will compensate employees for 1/20 of their annual salary.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

c. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted ten days (80 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 10-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

## 5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and

regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<u>Credential</u>	<u>Expires</u>
Multiple Subject Teaching Credential	August 1 <sup>st</sup> , 2022

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation

for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the

Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.
- e. **Early Termination Without Cause:** The Board of Trustee of the Charter School may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination

In the event that EMPLOYEE's employment is terminated by the Charter School for other than Cause pursuant to Section 7(b), s/he shall receive severance compensation of either: the remainder of his/her salary for the term of this AGREEMENT; or one (1) month(s) salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation when s/he is terminated without cause.

**8. NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

**9. OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the

duties imposed by California Penal Code section 11166;

- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**11. GENERAL PROVISIONS:**


- a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

**12. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- 2. All information I have provided to the Charter School related to my employment is true and accurate.
- 3. This is the entire AGREEMENT between the Charter School and myself


regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 11/27/17

Address: 6410 Excelsior Rd Sac, CA 95829

Telephone: (916) 895-9617 Social Security Number: 620-16-1487

CHARTER SCHOOL APPROVAL:

 Date: 2/20/18  
Signature of AIMS Board

 Date: 10-23-17  
Superintendent of AIMS

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2017**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Teresa Saefong ("Employee").

1. Employer shall employ Employee as a Teacher. Employee has been hired for the position of Teacher. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check, 2) CBEST 3) and obtain state authorization for core, multiple-subject classroom teaching.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid **\$3,929**, less applicable withholding and authorized deductions, for work to be performed from **[August 1, 2017]** through **[August 18, 2017]**. Employee will be paid on **[August 15, 2017 and August 31, 2017]**.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease: provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
  - b. 5 additional hours are required for parent contact
  - c. 5 additional hours are required for professional development and staff meetings
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as



defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.

6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.
7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.

_____ Employee	_____ Date
_____ Dean	_____ Date
_____ Superintendent	_____ Date
_____ AIMS Board	_____ Date

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Vanessa Oden**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Vanessa Oden* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Vanessa Oden Date: 4/30/18

Address: 508 Cabrillo Ave Vallejo, CA 94591

Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This **2018 Employment Agreement – Extended Year** is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and **Vanessa Oden** (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: Vanessa Oden Date: 4/30/18  
Address: 508 Cabrillo Ave Vallejo, CA 94591  
Telephone: 707-342-9120

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Wen Liu**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Wen Liu (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 240 work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Clerk III and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a twelve (12) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$20.91 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave (“PSL”):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee’s hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: Associates Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement



of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/26/2018

Address: 5825 A Jefferson Ave Richmond CA

Telephone: 6692008058

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS



**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Zubida Bakheit**

This Employment Agreement (“Agreement”) is entered into on March 26, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

**1. TERM:**

This Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve [190] work days within this term.

**2. EMPLOYMENT TERMS:**

**a. Position and Duties:**

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 27, 2017 and shall conclude on June 13, 2018.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$43,615, less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.



PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 4 -	Labor Day
November 10 –	Veteran's Day
January 15 -	Martin Luther King Day
February 19 -	President's Day
May 28 -	Memorial Day

November 20-24	Thanksgiving Day Recess (10-month employees)
November 22-24	Thanksgiving Day Recess (12-month employees)

December 25 - January 8      Winter Break (10-month employees)

December 25 – January 3      Winter Break (12-month employees)

April 2-6                      Spring Break (10-month employees)

April 4-6                      Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: [Bachelor's Degree].

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not

limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the

parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act,

except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**

**Zubida Bakheit**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Zubida Bakheit (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Instructional Aide II and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.



Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an annual salary of \$44,280.00 (Step B), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following August 31, 2018.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

4. CONDITIONS OF EMPLOYMENT:

Employee represents that he/she possesses the following degree, license and/or certification: Bachelor's Degree.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the

recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **GENERAL PROVISIONS:**

a. **Governing Law:**

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:**

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. **Modifications:**

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. **Assignment:**

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4/27/18

Address: 15349<sup>th</sup> ST. UNIT B ALAMEDA, CA 94501

Telephone: 510.459.1554

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





Employee Signature:  Date: MAY 2, 2018

Address: 1534 9<sup>th</sup> St UNIT B ALAMEDA, CA 94501

Telephone: 510/459/1554

**CHARTER SCHOOL APPROVAL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS

**American Indian Model Schools  
Employment Agreement  
Extended Year 2018**

This Employment Agreement ("Agreement") is made effective by and between American Indian Model Schools ("Employer") and Zubida Bakheit ("Employee").

1. Employer shall employ Employee as an Instructional Aide II. Employee has been hired for the position of Instructional Aide II. This position is full-time. Employee accepts and agrees to such employment. Employment is subject to submission and verification of resume and official college transcripts indicating graduation, background check, and tuberculosis screening results. The applicant must: 1) pass the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background check.
2. Best Efforts of Employee. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by this position, to the reasonable satisfaction of Employer.
3. Compensation of Employee.
  - a. As compensation for the services provided by the Employee under this Agreement, employee will be paid \$3,263.00, less applicable withholding and authorized deductions, for work to be performed from TBD through TBD. Employee will be paid on TBD and TBD.
  - b. Employee's salary will be subject to those deductions (and only those deductions) permitted by the Fair Labor Standards Act and state law, including deductions when Employee is absent for a full day for personal reasons and deductions when Employee performs no work during a workweek, for any reason. Upon termination of this Agreement, payment under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for a period or partial periods that occurred prior to the date of termination and for which the Employee has not been paid.
4. Compliance with Employer's Rules. Employee agrees to comply with all the rules and regulations of the Employer. Employee is required to comply with the following schedule:
  - a. 8 hours of work are required per working day
5. At-Will Employment. All American Indian Public Charter School employees are "at will" employees. Either party may terminate this agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment agreement and does not constitute a guarantee of continuing employment for any term. Except in extreme cases, AIMS will engage in progressive discipline as defined in the handbook. (i.e. ongoing evaluation and plan for improvement upon dismissal). This is for the purpose of stability within the AIMS district.
6. Insurance Benefits. Employee shall be entitled to insurance benefits, in accordance with Employer's applicable insurance contract(s) and policies, and applicable state law. These

benefits shall include Health Insurance (medical & dental), vision, life and California State Disability Insurance.

7. Adjustments and Changes in Employment Status. Employer reserves the right to make personnel decisions regarding Employee's employment, including but not limited to decisions regarding changes in duties and assignments, changes in salary and other compensation, changes in benefits and changes in policies or procedures.
8. Return of Property. Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control, which is Employer's property or related to Employer's business. Such obligations shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
9. Contract must be approved by the Superintendent.



Employee

MAY 2, 2018

Date

\_\_\_\_\_

Dean

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Date

\_\_\_\_\_

AIMS Board

\_\_\_\_\_

Date



## American Indian Model Schools

171 12<sup>th</sup> Street 3<sup>rd</sup> Floor  
Oakland, CA 94607

TO: Certificated Teachers  
FROM: Robert Mayfield, Director, Human Resources  
SUBJECT: Salary Placement for 2018-19  
DATE: April 24, 2018

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Please see below your salary placement for 2018-19. You will move salary step forward from your 2017-18 salary placement. Should you have any questions, please don't hesitate to contact the Human Resources Office.

Daphne Ruff

2017-18 Annual Salary -	\$55,850.00
2018-19 Annual Salary -	\$56,688.00
2018-19 Extended Year Salary -	\$4,177.00

C: Maya Woods-Cadiz, Superintendent

*Daphne Ruff*  
*4/27/18*

**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**

**Between  
American Indian Model Schools  
and  
Daphne Ruff**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: Daphne Ruff Date: 4/27/18  
Address: 1521 Magnolia Street, Oakland CA  
Telephone: (510) 306-4289 94607

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Daphne Ruff* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of AIMS Board

\_\_\_\_\_ Date: \_\_\_\_\_

Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017

**FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT**

**Between**

**AMERICAN INDIAN MODEL SCHOOLS**

**And**

**Aileen Wang**

This Employment Agreement (“Agreement”) is entered into on July 1, 2018 (“Effective Date”) by and between the Board of Directors of American Indian Model Schools (“Charter School”), and Aileen Wang (“Employee”). The Charter School and Employee are collectively referred to as the “parties.”

1. **TERM:**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019, unless terminated earlier pursuant to Section 6 (the “Term”). Employee will serve 190 work days within this term.

2. **EMPLOYMENT TERMS:**

a. **Position and Duties:**

Employee has been hired for the position of Clerk I and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee’s supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School’s offer of employment is based upon Employee’s express willingness to perform coaching and/or other student activities as assigned by the Head of School of the Charter School. Employee’s continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to coaching and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.



Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is a ten (10) month employee whose work year shall commence on July 1, 2018 and shall conclude on June 30, 2019.

Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a Non-Exempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an hourly rate of \$15.68 (Step D), less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

b. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. Eligible Employee will belong to the California Public Employee Retirement System (CalPERS).

c. Paid Sick Leave ("PSL"):

Twelve (12) month Employees will be allotted twelve (12) full-time (8 hour) days for a total of ninety-six (96) hours of PSL per year beginning immediately upon the effective date of this Agreement. Ten (10) month Employees will be allotted ten (10) full-time (8 hour) days for a total of eighty (80) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. Vacation Days:

12-Month Employee will begin accruing immediately upon hire, eight (8) hours of paid vacation leave per month. Accrued but unused vacation time will carry over from year to year, assuming Employee returns to service following the completion of this Term and subject to the following maximum accrual: vacation accrual will cease upon an accrual of a maximum cap of 192 hours. Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will be paid out upon termination.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee, but for which full-time only Employee will be paid the hourly rate. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

July 4 –	Independence Day (12-month employees)
September 3 -	Labor Day
November 12 –	Veteran's Day
January 21 -	Martin Luther King Day
February 18 -	President's Day
May 27 -	Memorial Day
TBD	Thanksgiving Day Recess (10-month employees)
TBD	Thanksgiving Day Recess (12-month employees)
TBD	Winter Break (10-month employees)
TBD	Winter Break (12-month employees)
TBD	Spring Break (10-month employees)
TBD	Spring Break (12-month employees)

**4. CONDITIONS OF EMPLOYMENT:**

Employee represents that he/she possesses the following degree, license and/or certification: High School Diploma.

Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

**5. EVALUATION:**

The Head of School or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

**6. TERMINATION OF AGREEMENT/EMPLOYMENT:**

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the Parties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School shall not terminate this Agreement pursuant to this paragraph until a written statement

of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing.

The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

**10. GENERAL PROVISIONS:**

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

c. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the employee.

d. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

e. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. Waiver:

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

**11. ACCEPTANCE OF EMPLOYMENT:**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.

3. This is the entire Agreement between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:  Date: 4-25-18

Address: 866 37th St. #2 Oakland, CA 94608

Telephone: (510) 286-9892

CHARTER SCHOOL APPROVAL:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AIMS Board

\_\_\_\_\_  
Superintendent of AIMS





**FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]**


**Between  
American Indian Model Schools  
and  
Devyn Gilman**

This 2018-19 Fixed Term EMPLOYMENT AGREEMENT – Certificated is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **TERM:** The term of this AGREEMENT shall commence on July 1, 2018, and shall end on June 30, 2019.
2. **TERMS OF 2017-18 AGREEMENT OTHERWISE UNCHANGED:** Except as set forth above as to the TERM of this AGREEMENT, all terms and conditions of the 2017-18 Fixed Term Employment Agreement, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018-19 Employment Agreement are subject to change by the bargaining process between AIMS and TAIMS.

By signing below, the EMPLOYEE declares as follows:

- a. I have read this AGREEMENT and accept employment with the Charter School on the terms specified herein.
- b. All information I have provided to the Charter School related to my employment is true and accurate.
- c. This is the entire AGREEMENT between the Charter School and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:  Date: 4/23/18  
Address: 2415 # 27<sup>th</sup> Avenue Oakland  
Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board


\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: 2017-18 Fixed Term Employment Agreement

**American Indian Model Schools  
Employment Agreement  
[Extended Year] 2018**

This 2018 Employment Agreement – Extended Year is entered into effective July 1, 2018 between American Indian Model Schools (AIMS or Charter School) and *Devyn Gilman* (EMPLOYEE).

1. **WORK PERIOD:** The work to be performed and payment under this 2018 Employment Agreement – Extended Year shall be during August 2018 instead of August 2017. (Paragraph 3.a of the attached.)
2. **TERMS OF 2017 Employment Agreement – Extended Year OTHERWISE UNCHANGED:** Except as set forth above as to the Work Period of this 2018 Employment Agreement – Extended Year, all terms and conditions of the 2017 Employment Agreement – Extended Year, attached hereto in full, are incorporated herein by this reference without change.
3. **COLLECTIVE BARGAINING:** Terms and conditions of employment, for the bargaining unit of which EMPLOYEE is a member, are currently under negotiation between AIMS and Teachers of American Indian Model Schools (TAIMS/CTA/NEA), pursuant to the California Educational Employment Relations Act. Accordingly, the terms of this 2018 Employment Agreement – Extended Year are subject to change by the bargaining process between AIMS and TAIMS.

Employee Signature:  Date: 4/23/18  
Address: 2415 # 2 7<sup>th</sup> Avenue Oakland  
Telephone: (510)-701-2668 94606

CHARTER SCHOOL APPROVAL:

\_\_\_\_\_  
Date:  
Signature of AIMS Board

\_\_\_\_\_  
Date:  
Superintendent of AIMS

Attachment: Employment Agreement – Extended Year 2017