TEMECULA INTERNATIONAL ACADEMY Regular Meeting of the Board of Directors

AGENDA

Date: September 18, 2019

Time: <u>6:30pm</u>

Location: 31530 La Serena Way, Temecula, CA 92591

There is no teleconference location.

Website: temeculainternational.org. All meetings are audio recorded

INSTRUCTIONS FOR PUBLIC COMMENT TO THE BOARD BY PARENTS AND COMMUNITY MEMBERS

Temecula International Academy ("TIA") welcomes your participation at the meetings of the School's Board of Directors ("Board"). The purpose of a public meeting of the Board is to conduct the affairs of TIA in public. Your participation assures us of continuing community interest in TIA. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided and must be adhered to at all times:

- 1. Agendas are available to all audience members at the door to the meeting
- 2. "Public Comment" cards are available to all audience members who wish to speak on

any agenda items or non-agenda items that are within the board's jurisdiction. NOTE: Board and staff members may only listen to your comments. The Board and staff may not comment, respond (answer questions), engage in discussion or take any action. The Board adopts reasonable regulations on public comments. Individuals are limited to three (3) minutes. The total time allotted for public comment will not exceed fifteen (15) minutes. There shall be no action taken, nor should there be responses to, or discussion of a topic not on the agenda. The Board may (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda. Neither the Board members nor the Staff present will respond to questions or comments.

3. When addressing the Board, speakers are requested to state their name from the podium and adhere to the time limits set forth.

4. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at upon request.

1. PRELIMINARY

a.Call to Order

b.Roll Call and Establishment of Quorum

c.Pledge of Allegiance

d.Approval of Agenda

2. COMMUNICATIONS

- a. Oral Communication
- b. Falcon Student Updates
- c. TIA Recognitions: Excellence in Leadership

3. CONSENT ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member or a member of the public to be removed from the Consent Agenda for discussion, there will be limited or no discussion of these items prior to the Board votes on them. The President recommends approval of all items on the consent agenda.

a. New 2019-2020 Employee contracts

4. INFORMATION/DISCUSSION

- a. 2019-2020 Budget update ICON school management
- b. Principal's Update
- c. Site Coordinator Update
- d. Revising Regular Board Meeting Calendar date and time revisions/add Oct 2019-June 2020
- e. Review ICON Compliance and Operations Calendar August 2019, September 2019

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a. Nomination and Appointment	as Board President for the 2019-2020
School year.	
b. Nomination and Appointment	as Board Secretary for the 2019-2020
School year.	
c. Nomination and Appointment	as Board Treasurer for the 2019-2020
School year.	
d. Approval: Elementary Administrative Designee - Mrs. H. M	cKeever
e. Approval: Revised Board Meeting Calendar: Meeting Dates	and Time
October 2019-June 2020	
Start time: p.m. / Regular meeting dates as follows);
October 2019	
November 2019	
December 2019	
January2020	
February 2020	
March2020	
April2020	
May 2020	
June 2020	

- f. Approval: Hansberger and Klein 1st Addendum to Retainer Agreement
- 6. CLOSED SESSION Public Employee Evaluation tools Principal

report out of closed session

RESUME OPEN SESSION

7. ADJOURNMENT

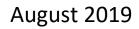
THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE. Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE. Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY. Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Board of Directors may request assistance by contacting (951) 816-5506

FOR MORE INFORMATION. Concerning this agenda, please contact (951) 816-5506.





	School Operations		Compliance Reporting
July 26	 Check written Local Wellness Policy, Procurement Procedures and Code of Conduct to ensure they are up-to-date. Ensure all staff are trained on how to use them. Obtain Income Eligibility Guidelines for applications for free and reduced-price meals. Ensure Justice for All poster(s) are displayed in prominent location(s) and that staff receive annual Civil Rights training. Check that the Food Safety Plan is up-to-date, available at the school site, and coordinate Food Safety Training for all staff. Post Point of Service (POS) meal signage for all meal programs. http://www.cde.ca.gov/ls/nu/cr/http://www.cde.ca.gov/ls/nu/sn/eligmaterials.asphttp://www.cde.ca.gov/ls/nu/sn/fsmcproc.asphttp://www.cde.ca.gov/ls/nu/pd-ps.asp 	July 30	Deadline to submit May 2019 food reimbursement claim to Child Nutrition Information and Payment Systems (CNIPS). Submit Annual Year End Revenue and Cost Report along with the last operating month's claim for reimbursement. http://www.cde.ca.gov/fg/aa/nt/snpdeadline.asphttps://www.cnips.ca.gov/
July 26	Procurement Procedure and Code of Conduct As part of the Administrative Review, LEA are required to have both a written Code of Conduct and written Procurement Procedures. The written Code of Conduct should govern the ethical conduct and actions of employees engaged in the selection, award, and administration of contracts. Procurement Procedures are the multi-step process for obtaining goods and services at the	July 31	• 2019-20 PENSEC forms for charter schools that are new or significantly expanding. https://www.cde.ca.gov/fg/aa/pa/ataglance1920.asphttps://www.cde.ca.gov/fg/aa/pa/pensecinstr18.asp

	lowest possible price. The steps in this process include planning, writing specifications, advertising the procurement, awarding a contract, and managing the contract. The document must include specific information and processes for procurement transactions. http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp http://www.cde.ca.gov/ls/nu/pr/documents/procurechckls t.doc https://www.youtube.com/playlist?list=PL8F6t3accqsnMVi Xq6dsXNWdkXdiqDLx http://www.cde.ca.gov/ls/nu/pr/		
July 26	ASES (After School Education & Safety Program) LEA's participating in ASES should begin the afterschool program on the first day of instruction. Conduct the first Afterschool snack site monitoring review during the first four weeks that the school is in operation. http://www.cde.ca.gov/ls/ba/as/index.asp	July 31	PCSGP (Public Charter School Grant Program) Quarter 4 Expenditure Report due (expenses from 4/1- 6/30). Annual Quarterly Expenditure Report. http://www.cde.ca.gov/sp/cs/re/pcsgp.asp
July 26	LEAs participating in the National School Lunch Program or the School Breakfast Program are required to create, implement, revisit, and revise a Local School Wellness Policy. The process should include: parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public. The plan should promote student wellness, prevent and reduce childhood obesity, and provide assurance that the school meal nutrition guidelines	July 31	ASES (After School Education & Safety Program) • For schools receiving ASES funding: • Submit Semi-Annual Attendance report for January 1, 2019 through June 30, 2019. • Submit 4 th Quarter Expenditure report for April 1, 2019 through June 30, 2019. • Submit Close-Out Expenditure report for July 1, 2018 through June 30, 2019. • 10% payment will be processed after August 15, 2019. http://www3.cde.ca.gov/ASSIST/http://www.cde.ca.gov/ls/ba/as/index.asp

	meet the minimum federal school meal standards. The Local Wellness Plan needs to meet the expanded LSWP Final Rule. The process of creating the Local Wellness Plan is on-going. https://www.federalregister.gov/documents/2016/07/29/2016-17230/local-school-wellness-policy-implementation-under-the-healthy-hunger-free-kids-act-of-2010 http://www.fns.usda.gov/tn/local-school-wellness-policy		http://www.cde.ca.gov/ls/ba/as/duedates.asp
July 26	 CALPADS Direct Certification The Management Bulletin reminds School Food Authorities (SFA) for LEAs participating in federal meal programs that implementing a Direct Certification (DC) process is mandatory, and notifies SFAs about USDA guidelines regarding improving the DC process. Two requirements are being outlined: (1) the frequency of DC data matching and (2) elimination of the DC "letter method" to qualify eligible students and households for free meals. Methods of Direct Certification State Level: CDE has established a statewide DC matching process that pairs student level data stored in CALPADS against statewide CalFresh, CalWORKs, and Medi-Cal benefit recipient data stored in the CDSS' data system. Information is available to public schools. Local Level: Schools can establish a local agreement with the county Department of Social or Welfare Services to match students against those children receiving CalFresh/CalWORKs benefits. 	July 31	Schools who received Title funds for the prior or current year should submit cash balance of funds not spent. http://www.cde.ca.gov/fg/aa/cm/http://www2.cde.ca.gov/cashmanagement/default.aspx

	http://www.cde.ca.gov/ls/nu/sn/directcert.asp		
July 31	 Title III Consortium Application Deadline LEAs eligible to receive a subgrant of less than \$10,000 must form a consortium where the subgrant generated by the participating LEAs collectively equals, or surpasses \$10,000. All consortia eligible LEAs should submit an application in the CARS. In addition to the CARS application, the consortium lead LEA should submits the Consortia Online Application (COA) to complete the application process and to receive funding. Deadline to submit the COA Application is July 31st. https://www.cde.ca.gov/sp/el/t3/elconsortium.asp 	August 1	ASES (After School Education & Safety Program) Prior to reporting Quarter 1 Expenditures via ASSIST, LEA's participating in ASES should submit to CDE an annual budget. http://www3.cde.ca.gov/ASSIST/http://www.cde.ca.gov/ls/ba/as/index.asphttp://www.cde.ca.gov/ls/ba/as/duedates.asp
July 31	Title III Federal Addendum Consortium Summary • Consortium must submit the Title III Federal Addendum Consortium Summary on or before July 31 st . A template is available to summaries the activities and services provided by English learners. https://www.cde.ca.gov/sp/el/t3/alt.asp https://www.cde.ca.gov/sp/el/t3/templtinstruc.asp	August 1	Mandated Child Abuse Reporter Training • Effective January 1, 2015, Assembly Bill 1432 (D-Gatto) requires all LEAs to train all employees each year on what they need to know in order to identify and report suspected cases of child abuse and neglect. "All employees" includes anybody working on the LEA's behalf and employees whose duties bring them into direct contact and supervision of students. http://www.cde.ca.gov/ls/ss/ap/childabusereportingguide.asp http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill id=201320140AB1432 http://mandatedreporterca.com/
August 1	 W-9s W-9s on all contractors should be collected prior to submitting first invoice. https://www.irs.gov/ 	August 15	After School Education & Safety Program Last day to revise all 2018-19 ASES reports including attendance & expenditure. 10% payment will be processed after August 15.

August 1	 Special Education LEAs should request IEPs for new students. Actively seek and assess all students who are believed to have disabilities. Develop written policies and procedures addressing identification, screening, referral, assessment, planning, implementation, review, and re-assessment. http://www.cde.ca.gov/sp/se/as/caselpas.asp 	August 15	http://www.cde.ca.gov/ls/ba/as/duedates.asp http://www.cde.ca.gov/ls/ba/as/index.asp http://www.cde.ca.gov/ls/ba/at/ Public Charter Schools Grant Program 2019-20 Planning and Implementation and Replication RFA • A newly established charter or conversion charter school may apply for a planning and implementation grant which can be used for planning, program design, and initial implementation of a charter school. • Applications are due on August 15. https://www.cde.ca.gov/fg/fo/profile.asp?id=5370&recID=53 70
August 1	Policies and Procedures Review and update all handbooks. (Parent/Student Handbook, Employee Handbook, Policies & Procedures, etc.).	August 15	Principal Apportionment • 2018-19 Annual Taxes • 2018-19 Annual Miscellaneous Funds Data https://www.cde.ca.gov/fg/aa/pa/ataglance1920.asp
August 1	 Facilities Preparations Go through a facilities preparation, safety checklist, and safety walk though of the school campus to ensure compliance. Complete a walk through by a fire marshal walk through if required by charter. 	August 29	Deadline to submit June 2019 food reimbursement claim to Child Nutrition Information and Payment Systems (CNIPS). Submit Annual Year End Revenue and Cost Report along with the last operating month's claim for reimbursement. http://www.cde.ca.gov/fg/aa/nt/snpdeadline.asphttps://www.cnips.ca.gov/
August 1	Beginning with the 2019-20 CAASPP administration, the new process to complete and	August 30	Mandate Block Grant Application Web-based application due to CDE.

	submit the superintendent LEA CAASPP coordinator designation form is within TOMS. Two videos have been produced that provide instructions to complete this process for the following designations: http://www.caaspp.org/rsc/2018- 19/videos/Forms.How-to-designate-an-LEA-Coordinator-in-TOMS.html http://www.caaspp.org/rsc/2018- 19/videos/Forms.How-to-add-a-new-user-as-an-LEA-Coordinator-in-TOMS.html http://www.caaspp.org/administration/forms/index.html		Application is expected to be released the first week of August. https://www.cde.ca.gov/fg/aa/ca/mandatebg.asp
Mid- August	 CDE is requiring registration of a new Dashboard Coordinator to get full access to the Dashboard on behalf of the LEA for the 2019-20 SY. Designation of a new Coordinator can be made by completing the 2019-20 Dashboard Coordinator application. Complete all the information including the designation of an Alternate Coordinator in case the Designated Coordinator cannot be contacted. Once the application is submitted, the Charter School Administrator will receive an email from newapplicant@cedrsystems.net with a link to review and approve the designation. Once the designation has been approved, an email containing the 2019-20 password will be sent to all contacts identified in the application. https://coordinator.caschooldashboard.org/#/application	August 31	 Prepare and submit Unaudited Actual Financial Statements for prior fiscal year to authorizing LEA and County Office of Education. Actual due date to County is 9/15; Authorizer due date may be earlier depending on local requirements.
August 16	Attendance Reports	September	Charter 20 Day Report
	 Confirm that all teachers have submitted attendance. 	2	 New schools and schools adding a grade level should begin to compiling attendance information in order to

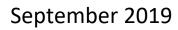
	 Confirm generation of all daily reports. Confirm generation of all weekly reports. Generate and submit monthly attendance reports. Reconcile Independent Study (if necessary). 	submit the Charter School 20 Day Attendance Report to CDE on October 31, 2019. https://www.cde.ca.gov/fg/aa/pa/charter20dayinstr18.asp
August 16	Calpads Complete CALPADS preparation and security audit tasks. Update CALPADS program enrollment information for any students who exits. https://www.calpads.ca.gov	
August 30	• EOY submission deadline is August 30, 2019.	
	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp	
August 1- 31	 practices. Finalize any necessary MOUs (Special education, facilities, etc.) Update employment agreements; finalize upcoming year's staff 	rainings, and calendar for key deadlines. I elections, nomination and election procedures, and other board with District. ing determinations and contracts including summer school staff. s: coverage selections & options, costs for employer & employee, ting purposes. im prior to first payroll of the fiscal year.

- Approval of Title III Consortium MOU (COA due to CDE on or before July 31, 2019)
- Approval of EPA Resolution

- Approval of 2019-20 Updated Contracts (including Vendor Contracts)
- Approval of 2019-20 Salary Schedule
- Approval of 2020-21 School Calendar
- Approval of Board Meeting Schedule (Must be approved prior to the start of the new school year)
- Approval of New Board Members
- Approval of New Employees/Hires
- Approval of New Bank Signors
- Approval of New School Policies

Possible Board Discussion Items

• Discuss Updated Budget Based on Actual Enrollment/Trends





	School Operations		Compliance Reporting
August 26	 Check written Local Wellness Policy, Procurement Procedures and Code of Conduct to ensure they are up-to-date. Ensure all staff are trained on how to use them. Obtain Income Eligibility Guidelines for applications for free and reduced-price meals. Ensure Justice for All poster(s) are displayed in prominent location(s) and that staff receive annual Civil Rights training. Check that the Food Safety Plan is up-to-date, available at the school site, and coordinate Food Safety Training for all staff. Post Point of Service (POS) meal signage for all meal programs. http://www.cde.ca.gov/ls/nu/cr/http://www.cde.ca.gov/ls/nu/sn/eligmaterials.asphttp://www.cde.ca.gov/ls/nu/sn/fsmcproc.asphttp://www.cde.ca.gov/ls/nu/pd-ps.asp 	August 26	Mandated Child Abuse Reporter Training • Effective January 1, 2015, Assembly Bill 1432 (D-Gatto) requires all LEAs to train all employees each year on what they need to know in order to identify and report suspected cases of child abuse and neglect. "All employees" includes anybody working on the LEA's behalf and employees whose duties bring them into direct contact and supervision of students. http://www.cde.ca.gov/ls/ss/ap/childabusereportingguide.asp http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill id=201320140AB1432 http://mandatedreporterca.com/
August 26	 CDE is requiring registration of a new Dashboard Coordinator to get full access to the Dashboard on behalf of the LEA for the 2019-20 SY. Designation of a new Coordinator can be made by completing the 2019-20 Dashboard Coordinator application. Complete all the information including the designation of an Alternate Coordinator in case the Designated Coordinator cannot be contacted. Once 	August 26	All LEAs participating in Federal School Nutrition Programs must comply with the mandatory food safety inspection data collection by completing the Food Safety Inspection Survey for SY 2018-19 in CNIPS. https://www.cnips.ca.gov/

	the application is submitted, the Charter School Administrator will receive an email from newapplicant@cedrsystems.net with a link to review and approve the designation. Once the designation has been approved, an email containing the 2019-20 password will be sent to all contacts identified in the application. https://coordinator.caschooldashboard.org/#/application		
August 26	• As part of the Administrative Review, LEA are required to have both a written Code of Conduct and written Procurement Procedures. The written Code of Conduct should govern the ethical conduct and actions of employees engaged in the selection, award, and administration of contracts. Procurement Procedures are the multi-step process for obtaining goods and services at the lowest possible price. The steps in this process include planning, writing specifications, advertising the procurement, awarding a contract, and managing the contract. The document must include specific information and processes for procurement transactions. http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp http://www.cde.ca.gov/ls/nu/pr/documents/procurechckls t.doc https://www.youtube.com/playlist?list=PL8F6t3accqsnMVi Xq6dsXNWdkXdiqDLx http://www.cde.ca.gov/ls/nu/pr/	August 29	Pood Service Deadline to submit June 2019 food reimbursement claim to Child Nutrition Information and Payment Systems (CNIPS). Submit Annual Year End Revenue and Cost Report along with the last operating month's claim for reimbursement. http://www.cde.ca.gov/fg/aa/nt/snpdeadline.asphttps://www.cnips.ca.gov/
August 26	ASES (After School Education & Safety Program) • LEA's participating in ASES should begin the	August 30	Mandate Block Grant Application • Web-based application due to CDE.
	afterschool program on the first day of instruction.		

	Conduct the first Afterschool snack site monitoring review during the first four weeks that the school is in operation. http://www.cde.ca.gov/ls/ba/as/index.asp		Application is expected to be released the first week of August. https://www.cde.ca.gov/fg/aa/ca/mandatebg.asp
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	being outlined: (1) the frequency of DC data matching and (2) elimination of the DC "letter method" to qualify eligible students and households for free meals. • Methods of Direct Certification • State Level: CDE has established a statewide DC matching process that pairs student level data stored in CALPADS against statewide CalFresh, CalWORKs, and Medi-Cal benefit recipient data stored in the CDSS' data system. Information is available to public schools. • Local Level: Schools can establish a local agreement with the county Department of Social or Welfare Services to match students against those children receiving CalFresh/CalWORKs benefits. http://www.cde.ca.gov/ls/nu/sn/directcert.asp		
August 26	Beginning with the 2019-20 CAASPP administration, the new process to complete and submit the superintendent LEA CAASPP coordinator designation form is within TOMS. Two videos have been produced that provide instructions to complete this process for the following designations: http://www.caaspp.org/rsc/2018-19/videos/Forms.How-to-add-a-new-user-as-an-LEA-Coordinator-in-TOMS.html http://www.caaspp.org/administration/forms/index.html	Early September	New schools and schools adding a grade level should begin to compiling attendance information in order to submit the Charter School 20 Day Attendance Report to CDE on October 31, 2019. https://www.cde.ca.gov/fg/aa/pa/charter20dayinstr18.asp

August 30	EOY submission deadline is August 30, 2019. https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp	September 2	Statement of Facts If any board members have changed, schools must complete the filling of the Statement of Facts per Government Code 53051. http://www.sos.ca.gov/business-programs/
TBD	Certification of 2019-20 First Special Advance Apportionment, based on PENSEC data, for newly operational charter schools and continuing schools adding one or more grade levels. https://www.cde.ca.gov/fg/aa/pa/ataglance1920.asp	September 2	California law requires that corporations file a Statement of Information with the California Secretary of State every year or every two years in order to update information. Submission date depends on school's registration with the state. Statements can be submitted electronically. http://www.sos.ca.gov/business-programs/business-entities/statements
September 16	 Attendance Reports Confirm that all new enrollments, withdrawals and schedule changes have been processed. Confirm that all teachers have submitted attendance. Confirm generation of all daily reports. Confirm generation of all weekly reports. Generate and submit monthly attendance reports. Reconcile Independent Study (if necessary). 	Mid- September	Vaccination Requirement ■ Collect health exams/waivers from families. ■ Reporting site opens mid-September. ■ Review immunization records for each kindergarten and 7th grade student to determine whether students are in compliance with immunization requirements and prepare to report findings online: □ Kindergarten: November 1st □ 7 th Grade: November 1st http://www.shotsforschool.org/ http://www.shotsforschool.org/reporting/
September 16	 CALPADS Complete CALPADS preparation and security audit tasks. Request SSIDs for newly enrolled students. 	September 13	Title III LEP Student Program Annual Survey The Elementary and Secondary Education Act requires each Title III sub-grantee to report on its implementation of language instruction

	Update CALPADS program enrollment information for any students who exits. https://www.calpads.ca.gov		programs during the 2017-18 school year. • Survey should be completed by the Director of Language Instruction programs within the LEA. • Survey is due on September 13, 2019 by 5pm. https://www2.cde.ca.gov/title3edprogram/ellogon.aspx
October 1	Verification is the annual, mandatory process that confirms the eligibility of a sample of approved household meal eligibility applications in the National School program and the School Breakfast Programs. SFA should complete their SY 2019-20 Verification process starting October 1 and ending November 15, 2019. https://www.fns.usda.gov/eligibility-manual-school-meals http://www.cde.ca.gov/ls/nu/sn/verification.asp	September 15	■ Prepare and submit Unaudited Actual Financial Statements for prior fiscal year to authorizing LEA and County Office of Education. https://www.cde.ca.gov/fg/sf/fr/calendar19district.asp
October 2	Official submission window is October 2, 2019 to December 20, 2019. Report: ○ Enrollment counts, unduplicated count of English learner, free and reduced- price meal-eligible, foster youth, immigrant counts, graduates and dropouts count. https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp	September 30	Food Service
		September 30	 Proposition 39: California Clean Energy Jobs Act Annual Prop 39 Progress Report must be submitted to the California Energy Commission. Annual progress report templates are available through the Energy Expenditure Plan Online Reporting System.

		https://www.energy.ca.gov/programs-and- topics/programs/california-clean-energy-jobs-act-proposition- 39-k-12-program
	October 1	First Principal Apportionment (P-1) Certification ■ Prior year corrections include: □ Audit Adjustments to CALPADS Data (auditor concurrence required) □ All Other Prior Year Corrections ■ Submit prior year corrections via the Principal Apportionment Revenue Software or Principal Apportionment Data Collection Software. Corrections must be submitted in the "corrected" mode for the appropriate period and fiscal year. https://www.cde.ca.gov/fg/aa/pa/ataglance1920.asp http://www.cde.ca.gov/fg/sf/pa/
September 1-30	 Review and update School Safety Plan. Renew all building & safety permits (i.e. police & fire permits). Organize orientations and parent committee meetings to set school of Designate an ELPAC coordinator and check for announcements, train Board members should review their Bylaws for board terms and ele practices. Be on the lookout for the free annual Brown Act training. Finalize any necessary MOUs (Special education, facilities, etc.) with LEAs should create and maintain a comprehensive file for each emp 	ings, and calendar for key deadlines. ctions, nomination and election procedures, and other board District.

Possible Board Action Items

• Approval of Title III Consortium MOU

Possible Board Discussion Items

- Discuss Updated Budget Based on Actual Enrollment/Trends
- LEAs interested in applying for Prop 39 Facilities Should Discuss Process (Application Submission Deadline is November 1st)

• Contact your authorizer to determine Oversight Visit schedule (if applicable) and prepare accordingly.

- Discuss Revisions made to Employee Handbook
- Discuss Salary Schedule

2019-2020

AT-WILL EMPLOYMENT AGREEMENT

Between

Temecula International Academy

and

Pamela Johnson

THIS AT-WILL EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the Board of Directors ("Board") of Temecula International Academy ("SCHOOL" or "EMPLOYER"), operating a California public charter school(s) in Riverside County(ies), approved by the Temecula International Academy (the "Districts") and the above-named employee ("EMPLOYEE"). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOLS Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL's Charter is provided to you separately as a PDF file and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL's Charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
- 2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she is being employed by the SCHOOL and not the District.
- 3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL's Charter or other relevant law.
- 4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE's services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

B. DUTIES

- A copy of the job description for EMPLOYEE's position as Certificated Teacher is incorporated by reference herein (See Attached "Exhibit A"). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:
 - 1. Fulfilling the functions enumerated in the EMPLOYEE's job description;
 - 2. Such other duties as assigned by the Board or the SCHOOL as necessary in the SCHOOL's discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the EMPLOYEE shall attend any planned SCHOOL events or training or planning sessions before or during the school year;
 - 3. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's current Employee Handbook, incorporated herein by reference (See Attached "Exhibit B"), which may be amended from time to time at the sole discretion of the SCHOOL; and
 - EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL.
 - EMPLOYEE will conduct him/herself in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

C. COMPENSATION

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER's regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$58,639.

EMPLOYEE shall participate in 5 days of Professional Development training from August 12, 2019 through August 16,, 2019. [Employee shall be compensated \$ 25 Per Hour].

Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

D. BENEFITS

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements).

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

E. QUALIFICATIONS

The EMPLOYEE must maintain a valid California teaching credential at all times while EMPLOYEE is employed by the SCHOOL. EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with NCLB or ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

F. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

- Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on August 19, 2019. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2020.
- EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.
- EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.
- EMPLOYEE understands that there are one hundred and eighty-five workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.
- As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:15 a.m. through 3:15 p.m at Elementary School Campus, and 8:00 am through 3:45 pm at Middle School Campus.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule.

G. INTELLECTUAL PROPERTY

- Ownership. All intellectual property developed by the SCHOOL or developed by EMPLOYEE while
 employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation,
 works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible
 or intangible); and, trademarks. However, the following intellectual property is excluded from ownership
 by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
 - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870)
- Protection. The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.

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

H. PROPRIETARY PROPERTY

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

- 1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
- 2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.
- 3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

I. EVALUATION

The SCHOOL shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the SCHOOL's personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May board meeting.

J. AT-WILL EMPLOYMENT

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his or her employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

Employee Initials

AT-WILL CERTIFICATED EMPLOYMENT AGREEMENT -- CERTIFICATED TEACHER

- EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other contracted work hours with the SCHOOL without the EMPLOYER's express written permission.
- The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his or her ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.
- Any employee of the SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his or her supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.
- The SCHOOL is a unique public charter school providing both traditional classroom-based education and independent study programs. Independent Study programs are monitored by certificated EMPLOYEES employed by the SCHOOL, but the student and parents/guardians of that student must responsibility for completing student work to satisfy Independent Study program requirements.

L. NO TENURE

During the term of this Agreement, EMPLOYEE understands that he/she will not acquire or accrue tenure or any employment rights with the SCHOOL.

M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in 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.

By executing this Agreement, EMPLOYEE is certifying that he or she is a child care custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

N. GENERAL PROVISIONS

- 1. 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.
- 2. Entire Agreement: This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- 3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
- 4. 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, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

- 5. Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 7. Attorneys Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

O. AGREEMENT TO ARBITRATE

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S EMPLOYER/EMPLOYEE ARBITRATION AGREEMENT, incorporated herein by reference (See Attached "Exhibit C").

P. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- 2. All information I have provided to the SCHOOL related to my employment is true and accurate.
- 3. I have received and reviewed the job description for this position and understand my job duties.
- 4. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- 5. I have received and reviewed the SCHOOL calendar.

I have received reviewed and signed the Employee Handbook

o. I have received and signed the Employee Handbook.	
Employee Signature: Date: 8 30 2019	
Date: 8 30 2019	
Address: 30600 Margarita Rd. Temecula	92592
Telephone: (951)816-5506	
EMPLOYEE Credential Number: 190201315	

SCHOOL Approval:

HR Director [TITLE], [NAME]

[OR]

BUSINESS Operations Cooled Notor Date

[CEO/Superintendent/Executive Director/Principal] [NAME]

This Employment Agreement is subject to ratification by the Governing Board of Temecula International Academy.

2019-2020 ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is entered into between Temecula International Academy ("Company") and the employee named below ("Employee") (collectively, the "parties"). In consideration of Employee's employment or continued employment, the parties agree as follows:

- 1. Mutual Agreement to Arbitrate Certain Claims and Disputes. Company and Employee mutually agree to arbitrate before a neutral arbitrator (the "Arbitrator") any and all disputes or claims by and between Employee, on the one hand, and Company, its parent, subsidiary, and affiliated corporations and entities, and each of their present and former officers, directors, agents, and employees (the "Company Parties"), on the other hand, including but not limited to any and all claims arising from or relating to Employee's recruitment, hiring, and employment, the termination of that employment, and any claims arising post-employment, including claims by or against the Company Parties, whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, including but not limited to the following claims:
 - Claims for fraud, promissory estoppel, fraudulent inducement of contract, or breach of contract or contractual obligation, whether such alleged contract or obligation be oral, written, or express or implied by fact or law;
 - b. Claims for wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or the formation or termination thereof, including any claims under state, federal, or local law or regulations;
 - c. Claims for discrimination, harassment, or retaliation, and failure to prevent the same, under any and all federal, state, or local laws, regulations, or ordinances that prohibit discrimination, harassment, or retaliation in employment, as well as claims for violations of any other federal, state, or local law, regulation, or ordinance, except as set forth herein;
 - d. Claims for nonpayment or incorrect payment of compensation and benefits, including, but not limited to, claims for salary, wages, overtime, premium pay, commissions, bonuses, severance, meal and rest periods, penalties, employee fringe benefits, stock options, and the like, whether such claims derive from alleged express or implied contract or obligation, equity, the California Labor Code, the California Business and Professions Code, the Fair Labor Standards Act, the Employee Retirement Income Securities Act (ERISA), or any other federal, state, or municipal laws concerning wages, compensation, or employee benefits;
 - e. Claims relating to the misappropriation of trade secrets or confidential information, breach of duty, unfair competition, or other similar claims; and

Employee Initials

f. All other claims arising by and between Employee and the Company Parties or any of them.

Employee and Company understand and agree that arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising by and between the parties.

Employee and Company further understand and agree that (i) claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance, (ii) claims or disputes expressly excluded from arbitration by a federal statute, and (iii) claims expressly required to be arbitrated under a different procedure in accordance with the terms of an employee benefit plan are not covered by this Agreement and shall therefore be resolved in another appropriate forum.

Employee and Company also understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including, but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

- 2. Final and Binding Arbitration. Employee and Company understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. Employee and Company further understand that Employee and Company are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement, provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies.
- 3. Arbitration Procedures. A demand for arbitration by either Employee or Company shall be filed and served on the opposing party within the statute of limitation that is applicable to the claim(s) on which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims).

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in 3800 Concours St., Empire Tower IV, Suite 320, Ontario, CA 91764 before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Employee and Company shall select a mutually agreeable Arbitrator subject to Rule 15 of the JAMS Comprehensive Arbitration Rules & Procedures.

In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery to prepare for arbitration of any claims. At a minimum, the Arbitrator shall allow at least that discovery that is authorized or permitted by the JAMS Comprehensive Arbitration Rules & Procedures and such other discovery required by law in arbitration proceedings. Employee and Company also agree that nothing in this Agreement relieves either party from any obligation. They may have to exhaust applicable administrative remedies before arbitrating any claims or disputes under this Agreement.

CLASS ACTION WAIVER: Both the Company and Employee agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or for either party to be a participant in any purported class, collective, representative, or private attorney general proceeding, including without limitation pending but not certified class actions. (Hereafter, this agreement will be referred to as the Class Action Waiver.) Disputes regarding the validity and enforceability of this Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative, or private attorney general action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although an Employee will not be retaliated against, disciplined, or threatened with discipline as a result of his or her exercising rights under §7 of the National Labor Relations Act by the filing of or participation in a class, collective, or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act, and seek dismissal of such class, collective, or representative actions or claims.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have

the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. The Arbitrator's award shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

- 4. Confidentiality of Proceedings: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.
- 5. *Place of Arbitration*. The arbitration shall take place in Ontario, California, or, at Employee's option, the county in which Employee is or was last employed by Company at the time the arbitrable dispute or claim arose.
- 6. Governing Law. This Agreement and its validity, construction, and performance shall be governed by the Federal Arbitration Act (the "FAA") and cases decided thereunder and, to the extent relevant, the laws of the State of California. Further, the terms and procedures governing the enforcement of this Agreement shall be governed by and construed and enforced in accordance with the FAA, and not individual state laws regarding enforcement of arbitration agreements.
- 7. Costs of Arbitration and Recovery of Attorney Fees. The costs of arbitration, including the Arbitrator's fees, shall be allocated and paid in accordance with then-applicable law. If required by applicable law, Company shall pay all of the Arbitrator's fees and the arbitration-related costs. If, however, under applicable law, Company is not required to pay all of the Arbitrator's fees and the arbitration-related costs, such fees and costs shall be apportioned between the parties by the Arbitrator in accordance with applicable law, and, if applicable law is silent on this issue, such arbitration fees and costs shall be allocated between and paid equally by Company and Employee.

Except as otherwise required under applicable law, Company and Employee shall each pay their own attorney fees and costs incurred in connection with the arbitration. However, the Arbitrator shall not have authority to award attorney fees and costs to the prevailing party unless a statute or contract at issue in the dispute authorizes the award of attorney fees and costs to the prevailing party, in which case the Arbitrator shall have the authority to make an award of attorney fees and costs to the same extent available under applicable law. If there is a dispute regarding whether Company or Employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

8. Severability. If any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or

unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

- 9. Complete Agreement. This Agreement contains the complete agreement between Company and Employee regarding the subjects covered in it. It supersedes any and all prior representations and agreements between Company and Employee, if any, and may be modified only in a writing expressly referencing this Agreement and issued by the Company's President. If any modification has not been signed by Employee but Employee continues to accept employment or other benefits from Company after having notice of the modification, the modification shall become effective after a reasonable period.
- 10. Knowing Acceptance of Agreement. By signing below, Employee acknowledges that Employee has read this Agreement and agrees to its terms (including, as the case may be, having someone read this Agreement to Employee in a translated form).
- 11. Exclusive Forum: THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND THEY UNDERSTAND ITS TERMS. IN PARTICULAR, THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING THEIR RIGHTS TO HAVE A CLAIM ADJUDICATED BY A COURT OR JURY.

Arbitration as described above will be the exclusive forum for any Claims. Should the parties attempt to resolve a Claim by any method other than arbitration, the prevailing party in any civil court motion to compel arbitration will be entitled to recover from the other party all costs and attorney fees incurred as a result of that motion to compel.

Employee acknowledges that Employee has read this Agreement, understands its terms, has had enough time to consult an attorney before signing this Agreement, and has taken that opportunity to the extent Employee wishes to do so. Furthermore, Employee is not relying on any promises or representations not set forth in this Agreement.

Employee Signature

Date

Company Signatura

8-30-19

Date

Title

ordinator

2019-2020 ARBITRATION AGREEMENT

Employee Initial

PAGE 5 OF 5

2019-2020

AT-WILL EMPLOYMENT AGREEMENT

Between

Temeçula International Academy

and

Margaret Ramos

THIS AT-WILL EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the Board of Directors ("Board") of Temecula International Academy ("SCHOOL" or "EMPLOYER"), operating a California public charter school(s) in Riverside County(ies), approved by the Temecula International Accademy (the "District(s)") and the above-named employee ("EMPLOYEE"). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL'S Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally e xempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOLS Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California
 Education Code section 47600, et seq. The SCHOOL's Charter is provided to you separately as a PDF file
 and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions
 of the SCHOOL's Charter and to always act in accordance with the educational mission, policies and
 procedures described therein. The SCHOOL has been duly approved by the Board of Education of the
 District.
- 2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she is being employed by the SCHOOL and not the District.
- 3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL's Charter or other relevant law.
- 4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE's services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

A. DUTIES

A copy of the job description for EMPLOYEE's position as Aftercare Coordinator is incorporated by reference herein (See Attached "Exhibit A"). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the

best of his ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

- Fulfilling the functions enumerated in the EMPLOYEE'S job description;
- Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL' discretion and judgment
 to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL
 may at times
 make assignments that are in addition to those expressly described in this Agreement. In
 EMPLOYEE shall attend any planned SCHOOL events or training or planning sessions before
 SCHOOL year; and
- 3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL' policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL'S Employee Handbook, incorporated herein by reference (See Attached "Exhibit B"), which may be amended from time to time at the sole discretion of SCHOOL; and
- 4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL's clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday.
- If EMPLOYEE forgets to record his/her time, the Principal may make the correction and the change must be initialed by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded.
- 6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working "off the clock"), having someone else record your time or recording another employee's time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination.
- EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL.
- EMPLOYEE will conduct him/herself in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

B. COMPENSATION

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER's regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an: hourly rate of \$15.00

Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

C. BENEFITS

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health

insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does not include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

D. QUALIFICATIONS

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

E. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on August 21, 2019. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2020.

EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Thursday 2:30 PM to 5:30 PM, and Friday 12:00 pm to 5:30 pm. As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the prescribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees he/she shall not be compensated for those overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

F. INTELLECTUAL PROPERTY

- 1. Ownership. All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is excluded from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE:
 - a. That which is developed without use of equipment, supplies, facilities or trade secret information of SCHOOL, <u>and</u> entirely on EMPLOYEE's own time, which <u>also</u> (a) does not relate (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; <u>or</u> (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870)
- 2. Protection. SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.

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

G. PROPRIETARY PROPERTY

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

- 1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
- 2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.
- 3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

H. EVALUATION

EMPLOYER will annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May board meeting.

I. AT-WILL EMPLOYMENT

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance employee.

EMPLOYEE may also be demoted or disciplined and the terms of his or her employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

J. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his or her ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his or her supervisor.

K. NO TENURE

During the term of this Agreement, EMPLOYEE understands that he/she will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

L. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in 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.

By executing this Agreement, EMPLOYEE is certifying that he or she is a child care custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

M. GENERAL PROVISIONS

- 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.
- 2. Entire Agreement: This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- 3. <u>Modifications</u>: Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
- 4. <u>Severability</u>: 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, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
- 5. Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 6. <u>Assignment</u>: The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 7. Attorneys Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or

obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

N. AGREEMENT TO ARBITRATE

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by SCHOOL shall be settled through binding arbitration, pursuant to SCHOOL'S EMPLOYER/EMPLOYEE ARBITRATION AGREEMENT, incorporated herein by reference (See Attached "Exhibit C").

B. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- All information I have provided to the SCHOOL related to my employment is true and accurate.
- 3. I have received and reviewed the job description for this position and understand my job duties.
- 4. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- I have received and reviewed the SCHOOL calendar.

6. I have received, review	ed and signed the Employee Handbook.		
EMPLOYEE Signature:	May well Ramos		
Date:	20 R 1392		
Address:	Emprula, CA 92593		
Telephone:	714-321-7064	Date	8/21/19
SCHOOL Approval:	HR Director [TITLE], [NAME]	,	
Bus	intendent/Executive Director/Principal] [NAME]	Date _	
[CEO/Super	Interfaction Divocation -		

This Employment Agreement is subject to ratification by the Governing Board of Temecula International Academy.

2019-2020 ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is entered into between Temecula International Academy ("Company") and the employee named below ("Employee") (collectively, the "parties"). In consideration of Employee's employment or continued employment, the parties agree as follows:

- 1. Mutual Agreement to Arbitrate Certain Claims and Disputes. Company and Employee mutually agree to arbitrate before a neutral arbitrator (the "Arbitrator") any and all disputes or claims by and between Employee, on the one hand, and Company, its parent, subsidiary, and affiliated corporations and entities, and each of their present and former officers, directors, agents, and employees (the "Company Parties"), on the other hand, including but not limited to any and all claims arising from or relating to Employee's recruitment, hiring, and employment, the termination of that employment, and any claims arising post-employment, including claims by or against the Company Parties, whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, including but not limited to the following claims:
 - Claims for fraud, promissory estoppel, fraudulent inducement of contract, or breach of contract or contractual obligation, whether such alleged contract or obligation be oral, written, or express or implied by fact or law;
 - b. Claims for wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or the formation or termination thereof, including any claims under state, federal, or local law or regulations;
 - c. Claims for discrimination, harassment, or retaliation, and failure to prevent the same, under any and all federal, state, or local laws, regulations, or ordinances that prohibit discrimination, harassment, or retaliation in employment, as well as claims for violations of any other federal, state, or local law, regulation, or ordinance, except as set forth herein;
 - d. Claims for nonpayment or incorrect payment of compensation and benefits, including, but not limited to, claims for salary, wages, overtime, premium pay, commissions, bonuses, severance, meal and rest periods, penalties, employee fringe benefits, stock options, and the like, whether such claims derive from alleged express or implied contract or obligation, equity, the California Labor Code, the California Business and Professions Code, the Fair Labor Standards Act, the Employee Retirement Income Securities Act (ERISA), or any other federal, state, or municipal laws concerning wages, compensation, or employee benefits;
 - Claims relating to the misappropriation of trade secrets or confidential information, breach of duty, unfair competition, or other similar claims; and

f. All other claims arising by and between Employee and the Company Parties or any of them.

Employee and Company understand and agree that arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising by and between the parties.

Employee and Company further understand and agree that (i) claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance, (ii) claims or disputes expressly excluded from arbitration by a federal statute, and (iii) claims expressly required to be arbitrated under a different procedure in accordance with the terms of an employee benefit plan are not covered by this Agreement and shall therefore be resolved in another appropriate forum.

Employee and Company also understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including, but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

- 2. Final and Binding Arbitration. Employee and Company understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. Employee and Company further understand that Employee and Company are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement, provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies.
- 3. Arbitration Procedures. A demand for arbitration by either Employee or Company shall be filed and served on the opposing party within the statute of limitation that is applicable to the claim(s) on which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims).

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in 3800 Concours St., Empire Tower IV, Suite 320, Ontario, CA 91764 before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Employee and Company shall select a mutually agreeable Arbitrator subject to Rule 15 of the JAMS Comprehensive Arbitration Rules & Procedures.

In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery to prepare for arbitration of any claims. At a minimum, the Arbitrator shall allow at least that discovery that is authorized or permitted by the JAMS Comprehensive Arbitration Rules & Procedures and such other discovery required by law in arbitration proceedings. Employee and Company also agree that nothing in this Agreement relieves either party from any obligation. They may have to exhaust applicable administrative remedies before arbitrating any claims or disputes under this Agreement.

CLASS ACTION WAIVER: Both the Company and Employee agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or for either party to be a participant in any purported class, collective, representative, or private attorney general proceeding, including without limitation pending but not certified class actions. (Hereafter, this agreement will be referred to as the Class Action Waiver.) Disputes regarding the validity and enforceability of this Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative, or private attorney general action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although an Employee will not be retaliated against, disciplined, or threatened with discipline as a result of his or her exercising rights under §7 of the National Labor Relations Act by the filing of or participation in a class, collective, or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act, and seek dismissal of such class, collective, or representative actions or claims.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have

the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. The Arbitrator's award shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

- 4. Confidentiality of Proceedings: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.
- 5. *Place of Arbitration*. The arbitration shall take place in Ontario, California, or, at Employee's option, the county in which Employee is or was last employed by Company at the time the arbitrable dispute or claim arose.
- 6. Governing Law. This Agreement and its validity, construction, and performance shall be governed by the Federal Arbitration Act (the "FAA") and cases decided thereunder and, to the extent relevant, the laws of the State of California. Further, the terms and procedures governing the enforcement of this Agreement shall be governed by and construed and enforced in accordance with the FAA, and not individual state laws regarding enforcement of arbitration agreements.
- 7. Costs of Arbitration and Recovery of Attorney Fees. The costs of arbitration, including the Arbitrator's fees, shall be allocated and paid in accordance with then-applicable law. If required by applicable law, Company shall pay all of the Arbitrator's fees and the arbitration-related costs. If, however, under applicable law, Company is not required to pay all of the Arbitrator's fees and the arbitration-related costs, such fees and costs shall be apportioned between the parties by the Arbitrator in accordance with applicable law, and, if applicable law is silent on this issue, such arbitration fees and costs shall be allocated between and paid equally by Company and Employee.

Except as otherwise required under applicable law, Company and Employee shall each pay their own attorney fees and costs incurred in connection with the arbitration. However, the Arbitrator shall not have authority to award attorney fees and costs to the prevailing party unless a statute or contract at issue in the dispute authorizes the award of attorney fees and costs to the prevailing party, in which case the Arbitrator shall have the authority to make an award of attorney fees and costs to the same extent available under applicable law. If there is a dispute regarding whether Company or Employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

8. Severability. If any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or

Employee Initials

- unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.
- 9. Complete Agreement. This Agreement contains the complete agreement between Company and Employee regarding the subjects covered in it. It supersedes any and all prior representations and agreements between Company and Employee, if any, and may be modified only in a writing expressly referencing this Agreement and issued by the Company's President. If any modification has not been signed by Employee but Employee continues to accept employment or other benefits from Company after having notice of the modification, the modification shall become effective after a reasonable period.
- 10. *Knowing Acceptance of Agreement*. By signing below, Employee acknowledges that Employee has read this Agreement and agrees to its terms (including, as the case may be, having someone read this Agreement to Employee in a translated form).
- 11. Exclusive Forum: THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND THEY UNDERSTAND ITS TERMS. IN PARTICULAR, THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING THEIR RIGHTS TO HAVE A CLAIM ADJUDICATED BY A COURT OR JURY.

Arbitration as described above will be the exclusive forum for any Claims. Should the parties attempt to resolve a Claim by any method other than arbitration, the prevailing party in any civil court motion to compel arbitration will be entitled to recover from the other party all costs and attorney fees incurred as a result of that motion to compel.

Employee acknowledges that Employee has read this Agreement, understands its terms, has had enough time to consult an attorney before signing this Agreement, and has taken that opportunity to the extent Employee wishes to do so. Furthermore, Employee is not relying on any promises or representations not set forth in this Agreement.

Martine Ramos Employee Signature	8-21-15 Date
Company Signature	8721/19 Date
Business Operations Title Coordinator	

2019-2020

AT-WILL EMPLOYMENT AGREEMENT DAY TO DAY CERTIFICATED SUBSTITUTE

Between

Temecula International Academy

and

Brittany Oppertshauser

THIS AT-WILL EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the Board of Directors ("Board") of Temecula International Academy ("SCHOOL" or "EMPLOYER"), operating a California public charter school(s) in Riverside County(ies), approved by the Temecula International Academy (the "Districts") and the above-named employee ("EMPLOYEE"). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOLS Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992. California
 Education Code section 47600, et seq. The SCHOOL's Charter is provided to you separately as a PDF file
 and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions
 of the SCHOOL's Charter and to act always in accordance with the educational mission, policies and
 procedures described therein. The SCHOOL has been duly approved by the Board of Education of the
 District.
- EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she is being employed by the SCHOOL and not the District.
- Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions
 set forth in its charter but is otherwise generally exempt from the laws governing school districts except as
 specified in the California Charter Schools Act, the SCHOOL's Charter or other relevant law.
- The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.
- 5. Employee understands that pursuant to <u>Cal.Ed.Code</u> sections 44830-44929 and <u>Title 5 Cal.Code</u> of <u>Regulations</u> section 80025, any person employed as a substitute or temporary basis in a position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such positions and shall meet all other requirements of law for certificated positions. All persons employed on a substitute or temporary basis in a capacity designated in his/her credential shall be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to <u>Cal.Ed.Code</u> section 44252.5, unless exempted by law. [Cal. Ed. Code section 44830].

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6. Employee understands that pursuant to <u>Cal.Ed.Code</u> sections 44830-44929 and <u>Title 5 Cal.Code of Regulations</u> section 80025, any person employed as a substitute or temporary basis in a position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such positions and shall meet all other requirements of law for certificated positions. All persons employed on a substitute or temporary basis in a capacity designated in his/her credential shall be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to <u>Cal.Ed.Code</u> section 44252.5, unless exempted by law, <u>[Cal. Ed. Code</u> section 44830].

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE's services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

B. DUTIES

A copy of the job description for EMPLOYEE's position as Substitute Teacher is incorporated by reference herein (See Attached "Exhibit A"). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL.

Employee will provide substitute teaching services on a day-to-day basis subject to the terms of this Employment Contract. Employee will meet and maintain all statutory, regulatory and certification requirements for an individual serving in such position and will provide documentation as may be requested.

EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

- Fulfilling the functions enumerated in the EMPLOYEE's job description;
- Such other duties as assigned by the Board or the SCHOOL as necessary in the SCHOOL's discretion and
 judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL
 may at times make assignments that are in addition to those expressly described in this Agreement. In
 addition, the EMPLOYEE shall attend any planned SCHOOL events or training or planning sessions before
 or during the school year;
- 3. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's current Employee Handbook, incorporated herein by reference (See Attached "Exhibit B"), which may be amended from time to time at the sole discretion of the SCHOOL; and
- EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL.
- EMPLOYEE will conduct him/herself in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

C. COMPENSATION

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER's regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE.

EMPLOYEE shall receive a day rate of \$120.00 for day-to-day substitute teaching duties.

D. BENEFITS

Substitute or temporary employees are not entitled to participate in designated Employee benefit programs and plans established by the School.

E. QUALIFICATIONS

The EMPLOYEE must maintain a valid California teaching credential at all times while EMPLOYEE is employed by the SCHOOL. EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with NCLB or ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

F. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on 09/03/2019. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2020.

EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

Employee shall work as a Day-to-Day Substitute, and as such shall have their name added to the active status substitute teaching pool. Employee shall receive offers of assignment for day-to-day substitute teaching when the need arises. School shall make offers of assignment at any time in advance of, including the day of, the vacancy. Such offers shall be made via [AUTOMATED CALL-IN SERVICE / PHONE CALL]. School does not guarantee any offers of substitute teaching assignment.

Employees who accept assignments are expected to serve in those assignments. If Employee accepts a position and cannot fill that position, Employee agrees to cancel the assignment 24-hours before the expected start time. If 24-hour notice cannot be provided, Employee agrees to make attempts to find another individual to accept their assignment.

Employees who cancel three (3) jobs within 24-hours of the expected start time will be removed from active status in the day-to-day substitute pool for six (6) months. Employees will have the opportunity to be reactivated under the same terms of this Agreement after six (6) months. If after re-activation Employee cancels two (2) jobs within a 24-hours of the expected start time, Employee will be terminated and permanently removed from the day-to-day substitute teacher pool.

As a minimum performance requirement, the day schedule for the EMPLOYEE shall be during regular school hours (approximately 7:15 a.m. through 3:15 p.m at our Elementary School Campus, and 8:00 am to 3:45 pm at our Middle School Campus.). End time is upon completion of duties.

G. INTELLECTUAL PROPERTY

- Ownership. All intellectual property developed by the SCHOOL or developed by EMPLOYEE while
 employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation,
 works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible
 or intangible); and, trademarks. However, the following intellectual property is excluded from ownership by
 the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
 - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870)

- Protection. The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
- Cooperation. At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the
 provisions of this section of the Agreement, without limitation, through execution of assignments,
 execution of formal documents to support applications for intellectual property protection and providing
 testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

H. PROPRIETARY PROPERTY

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

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

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, knowhow, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the

I. EVALUATION

The SCHOOL shall evaluate and assess in writing the performance of the EMPLOYEE as needed.

J. AT-WILL EMPLOYMENT

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his or her employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with the SCHOOL without the EMPLOYER's express written permission.

L. NOTENURE

During the term of this Agreement, EMPLOYEE understands that he/she will not acquire or accrue tenure or any employment rights with the SCHOOL.

M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in 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.

By executing this Agreement, EMPLOYEE is certifying that he or she is a child care custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

N. GENERAL PROVISIONS

- 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.
- 2. Entire Agreement: This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- Modifications: Any modifications or amendments of any of the terms and conditions of this Agreement
 must be expressly made by the parties hereto in writing.
- 4. <u>Severability</u>: 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, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
- Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision
 of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- Assignment: The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 7. Attorneys Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

O. AGREEMENT TO ARBITRATE

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S EMPLOYER/EMPLOYEE ARBITRATION AGREEMENT, incorporated herein by reference (See Attached "Exhibit C").

P. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- 2. All information I have provided to the SCHOOL related to my employment is true and accurate.
- 3. I have received and reviewed the job description for this position and understand my job duties,
- 4. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- I have received and reviewed the SCHOOL calendar.
- 6. I have received, reviewed and signed the Employee Handbook.

Employee Signature:	100		
Date:	8/20/19		
Address:	34810 POURVOURd		
	Apt. #2107		
Telephone:	(901) 834 3626		
EMPLOYEE Credential Numb	per: 180228766		
SCHOOL Approval:		Date	
	HR Director [TITLE], [NAME]		
	[OR]		
ICFO/Superi	niendent/Evecutiva Dispator/Bringing II (NIAME)	Date	

This Employment Agreement is subject to ratification by the Governing Board of [SCHOOL NAME].

2019-2020

AT-WILL EMPLOYMENT AGREEMENT

Between

Temecula International Academy

and

Anthony Zappia

THIS AT-WILL EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the Board of Directors ("Board") of Temecula International Academy ("SCHOOL" or "EMPLOYER"), operating a California public charter school(s) in Riverside County(ies), approved by the Temecula International Academy (the "Districts") and the above-named employee ("EMPLOYEE"). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOLS Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- 1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL's Charter is provided to you separately as a PDF file and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL's Charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
- 2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she is being employed by the SCHOOL and not the District.
- 3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL's Charter or other relevant law.
- The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE's services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

B. DUTIES

- A copy of the job description for EMPLOYEE's position as Certificated Teacher is incorporated by reference herein (See Attached "Exhibit A"). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:
 - 1. Fulfilling the functions enumerated in the EMPLOYEE's job description;
 - 2. Such other duties as assigned by the Board or the SCHOOL as necessary in the SCHOOL's discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the EMPLOYEE shall attend any planned SCHOOL events or training or planning sessions before or during the school year;
 - 3. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's current Employee Handbook, incorporated herein by reference (See Attached "Exhibit B"), which may be amended from time to time at the sole discretion of the SCHOOL; and
 - 4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL.
 - EMPLOYEE will conduct him/herself in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

C. COMPENSATION

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER's regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$48,800

EMPLOYEE shall participate in 5 days of Professional Development training from August 12, 2019 through August 16, 2019. [Employee shall be compensated \$ 25 Per Hour].

Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

D. BENEFITS

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements).

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

E. QUALIFICATIONS

The EMPLOYEE must maintain a valid California teaching credential at all times while EMPLOYEE is employed by the SCHOOL. EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with NCLB or ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

E. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

- Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on August 19, 2019. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2020.
- EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.
- EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.
- EMPLOYEE understands that there are one hundred and eighty-five workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.
- As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:45 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule.

G. INTELLECTUAL PROPERTY

- Ownership. All intellectual property developed by the SCHOOL or developed by EMPLOYEE while
 employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation,
 works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible
 or intangible); and, trademarks. However, the following intellectual property is excluded from ownership
 by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
 - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870)
- Protection. The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.

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

H. PROPRIETARY PROPERTY

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

- 1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
- 2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.
- 3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

I. EVALUATION

The SCHOOL shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the SCHOOL's personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May board meeting.

J. AT-WILL EMPLOYMENT

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his or her employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

- EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with the SCHOOL without the EMPLOYER's express written permission.
- The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his or her ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.
- Any employee of the SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his or her supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.
- The SCHOOL is a unique public charter school providing both traditional classroom-based education and independent study programs. Independent Study programs are monitored by certificated EMPLOYEES employed by the SCHOOL, but the student and parents/guardians of that student must take primary responsibility for completing student work to satisfy Independent Study program requirements.

L. NO TENURE

During the term of this Agreement, EMPLOYEE understands that he/she will not acquire or accrue tenure or any employment rights with the SCHOOL.

M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in 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.

By executing this Agreement, EMPLOYEE is certifying that he or she is a child care custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

N. GENERAL PROVISIONS

- 1. 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.
- 2. Entire Agreement: This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- 3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
- 4. 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, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

- 5. Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 6. Assignment: The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 7. Attorneys Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

O. AGREEMENT TO ARBITRATE

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S EMPLOYER/EMPLOYEE ARBITRATION AGREEMENT, incorporated herein by reference (See Attached "Exhibit C").

P. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

- 1. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- 2. All information I have provided to the SCHOOL related to my employment is true and accurate.
- I have received and reviewed the job description for this position and understand my job duties.
- 4. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.

5. I have received and reviewed the SCHOOL calendar.	
6. I have received, reviewed and signed the Employee Handbook.	
Employee Signature: Date: 8/14/19 Address: 1301 York Dirve, Vista, Cas, 92084	
Telephone:	
EMPLOYEE Credential Number:	
SCHOOL Approval: HR Director [TITLE], [NAME] BUSINESS OPERATOR COURDINATOR	8/4/19
Date	3

[CEO/Superintendent/Executive Director/Principal] [NAME]

	o ratification by the Go Academy.		

AT-WILL CERTIFICATED EMPLOYMENT AGREEMENT -- CERTIFICATED TEACHER Employee Initials

2019-2020 ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is entered into between Temecula International Academy ("Company") and the employee named below ("Employee") (collectively, the "parties"). In consideration of Employee's employment or continued employment, the parties agree as follows:

- 1. Mutual Agreement to Arbitrate Certain Claims and Disputes. Company and Employee mutually agree to arbitrate before a neutral arbitrator (the "Arbitrator") any and all disputes or claims by and between Employee, on the one hand, and Company, its parent, subsidiary, and affiliated corporations and entities, and each of their present and former officers, directors, agents, and employees (the "Company Parties"), on the other hand, including but not limited to any and all claims arising from or relating to Employee's recruitment, hiring, and employment, the termination of that employment, and any claims arising post-employment, including claims by or against the Company Parties, whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, including but not limited to the following claims:
 - Claims for fraud, promissory estoppel, fraudulent inducement of contract, or breach of contract or contractual obligation, whether such alleged contract or obligation be oral, written, or express or implied by fact or law;
 - b. Claims for wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or the formation or termination thereof, including any claims under state, federal, or local law or regulations;
 - c. Claims for discrimination, harassment, or retaliation, and failure to prevent the same, under any and all federal, state, or local laws, regulations, or ordinances that prohibit discrimination, harassment, or retaliation in employment, as well as claims for violations of any other federal, state, or local law, regulation, or ordinance, except as set forth herein;
 - d. Claims for nonpayment or incorrect payment of compensation and benefits, including, but not limited to, claims for salary, wages, overtime, premium pay, commissions, bonuses, severance, meal and rest periods, penalties, employee fringe benefits, stock options, and the like, whether such claims derive from alleged express or implied contract or obligation, equity, the California Labor Code, the California Business and Professions Code, the Fair Labor Standards Act, the Employee Retirement Income Securities Act (ERISA), or any other federal, state, or municipal laws concerning wages, compensation, or employee benefits:
 - Claims relating to the misappropriation of trade secrets or confidential information, breach of duty, unfair competition, or other similar claims; and

f. All other claims arising by and between Employee and the Company Parties or any of them.

Employee and Company understand and agree that arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising by and between the parties.

Employee and Company further understand and agree that (i) claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance, (ii) claims or disputes expressly excluded from arbitration by a federal statute, and (iii) claims expressly required to be arbitrated under a different procedure in accordance with the terms of an employee benefit plan are not covered by this Agreement and shall therefore be resolved in another appropriate forum.

Employee and Company also understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including, but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

- 2. Final and Binding Arbitration. Employee and Company understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. Employee and Company further understand that Employee and Company are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement, provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies.
- 3. Arbitration Procedures. A demand for arbitration by either Employee or Company shall be filed and served on the opposing party within the statute of limitation that is applicable to the claim(s) on which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims).

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in 3800 Concours St., Empire Tower IV, Suite 320, Ontario, CA 91764 before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Employee and Company shall select a mutually agreeable Arbitrator subject to Rule 15 of the JAMS Comprehensive Arbitration Rules & Procedures.

In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery to prepare for arbitration of any claims. At a minimum, the Arbitrator shall allow at least that discovery that is authorized or permitted by the JAMS Comprehensive Arbitration Rules & Procedures and such other discovery required by law in arbitration proceedings. Employee and Company also agree that nothing in this Agreement relieves either party from any obligation. They may have to exhaust applicable administrative remedies before arbitrating any claims or disputes under this Agreement.

CLASS ACTION WAIVER: Both the Company and Employee agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or for either party to be a participant in any purported class, collective, representative, or private attorney general proceeding, including without limitation pending but not certified class actions. (Hereafter, this agreement will be referred to as the Class Action Waiver.) Disputes regarding the validity and enforceability of this Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative, or private attorney general action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although an Employee will not be retaliated against, disciplined, or threatened with discipline as a result of his or her exercising rights under §7 of the National Labor Relations Act by the filing of or participation in a class, collective, or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act, and seek dismissal of such class, collective, or representative actions or claims.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have

the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. The Arbitrator's award shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

- 4. Confidentiality of Proceedings: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.
- 5. *Place of Arbitration*. The arbitration shall take place in Ontario, California, or, at Employee's option, the county in which Employee is or was last employed by Company at the time the arbitrable dispute or claim arose.
- 6. Governing Law. This Agreement and its validity, construction, and performance shall be governed by the Federal Arbitration Act (the "FAA") and cases decided thereunder and, to the extent relevant, the laws of the State of California. Further, the terms and procedures governing the enforcement of this Agreement shall be governed by and construed and enforced in accordance with the FAA, and not individual state laws regarding enforcement of arbitration agreements.
- 7. Costs of Arbitration and Recovery of Attorney Fees. The costs of arbitration, including the Arbitrator's fees, shall be allocated and paid in accordance with then-applicable law. If required by applicable law, Company shall pay all of the Arbitrator's fees and the arbitration-related costs. If, however, under applicable law, Company is not required to pay all of the Arbitrator's fees and the arbitration-related costs, such fees and costs shall be apportioned between the parties by the Arbitrator in accordance with applicable law, and, if applicable law is silent on this issue, such arbitration fees and costs shall be allocated between and paid equally by Company and Employee.

Except as otherwise required under applicable law, Company and Employee shall each pay their own attorney fees and costs incurred in connection with the arbitration. However, the Arbitrator shall not have authority to award attorney fees and costs to the prevailing party unless a statute or contract at issue in the dispute authorizes the award of attorney fees and costs to the prevailing party, in which case the Arbitrator shall have the authority to make an award of attorney fees and costs to the same extent available under applicable law. If there is a dispute regarding whether Company or Employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

8. Severability. If any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or

unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

- 9. Complete Agreement. This Agreement contains the complete agreement between Company and Employee regarding the subjects covered in it. It supersedes any and all prior representations and agreements between Company and Employee, if any, and may be modified only in a writing expressly referencing this Agreement and issued by the Company's President. If any modification has not been signed by Employee but Employee continues to accept employment or other benefits from Company after having notice of the modification, the modification shall become effective after a reasonable period.
- 10. Knowing Acceptance of Agreement. By signing below, Employee acknowledges that Employee has read this Agreement and agrees to its terms (including, as the case may be, having someone read this Agreement to Employee in a translated form).
- 11. Exclusive Forum: THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND THEY UNDERSTAND ITS TERMS. IN PARTICULAR, THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING THEIR RIGHTS TO HAVE A CLAIM ADJUDICATED BY A COURT OR JURY.

Arbitration as described above will be the exclusive forum for any Claims. Should the parties attempt to resolve a Claim by any method other than arbitration, the prevailing party in any civil court motion to compel arbitration will be entitled to recover from the other party all costs and attorney fees incurred as a result of that motion to compel.

Employee acknowledges that Employee has read this Agreement, understands its terms, has had enough time to consult an attorney before signing this Agreement, and has taken that opportunity to the extent Employee wishes to do so. Furthermore, Employee is not relying on any promises or representations not set forth in this Agreement.

Employee Signature	9/14/19 Date
Company Signature	<u>M14/19</u> Date
Business Operations Title Courdinator	



Temecula International Academy

K- 8th Grade Charter Public School serving the Temecula Valley

Home of the Falcons

WE STRIVE. WE SOAR. WE LEAD

Board of Directors Meeting Principal and Site Coordinator Report

Presented by: Camile Lara, Principal September 18, 2019

Authorized by

RIVERSIDE COUNTY
OFFICE OF EDUCATION



STUDENT ENROLLMENT

K-5 Lower Campus: Rancho	September 2019	6-7 Upper Campus: Margarita	September 2019	
Kindergarten	32	6th Grade	19	
1st Grade	28	7th Grade	18	
2nd Grade	29	8th Grade	11	
3rd Grade	25	Total Elementary: 153		
4th Grade	17	Total Middle: 48		
5th Grade	22	201 Students		



TIA COMMUNITY AND OUTREACH



Falcon Fun Friday At Vail Headquarters

September 20th will be our first Falcon Fun Friday. This afternoon the entire TIA community is invited to the Vail Headquarters for an afternoon of community building, good food, and great conversation. Several eateries and dessert places are offering our families, faculty & staff a special discount.

This event will also assist us in getting the 'word' out about TIA, we will have flyers and brochures prepared to hand out to any patrons visiting the Vail Headquarters who would like information about our school.

Our hope is that this event and is successful and we can schedule additional Fun Fridays throughout the year.





STUDENT ASSESSMENTS and OUTCOMES

All grades have completed their beginning of the year baseline assessments in English Language Arts (ELA) & Mathematics. The the faculty will analyze the data and us it to make instructional decisions for students and their classrooms. The i-Ready system provides various reports that will support data conversations and instructional planning.

i-Ready Diagnostic: The *i-Ready Diagnostic* is an adaptive assessment that adjusts its questions to suit student's needs. Each item a student sees is individualized based on their answer to the previous question. For example, a series of correct answers will result in slightly harder questions, while a series of incorrect answers will yield slightly easier questions. The purpose of this is not to give your child a score or grade, but instead to determine how best to support student learning.

i-Ready Instruction: i-Ready Instruction provides students with lessons based on their individual skill level and needs, so your child can learn at a pace that is just right for them. These lessons are fun and interactive to keep your child engaged as they learn.



RCOE, CDE REPORTING

Deadlines	Date
Statement of Facts	MET - September
Statement of Information	MET - September
20 Day Report	In Progress

RCOE UPDATES: Mrs. Lara and Debra attended the Charter school's network meeting on August 27th and received information regarding upcoming LCAP training and PBIS training sessions/workshops.

I met Corey Loomis (Charter School's Director), Susie Smith (Site Visit, LCAP, Epicenter Lead), and Kelly Inouye (Charter Schools Coordinator) at the Network Meeting. I am currently working with Trish Hainey (CALPADS Consultant) in getting started on CALPADS so I can upload the necessary reports and SEIS data regarding SPED students.

Susie Smith will be on campus Wednesday the 18th to review current LCAP and provide input and guidance with new LCAP format for the 2019-2020 school year.

I have reviewed the compliance calendar (Fully) and provided input to Nadia regarding my familiarity with the various operational tasks and compliance reporting. This will inform how I collaborate and work with Roy in relation to support and guidance provided by ICON.





1.Requesting Science TCI Kits for Middle School

Reason: The science kits will provide the necessary support to instruct students **effectively** in the Next Generation Science Standards. The materials in the kits will provide students the opportunity for hands-on-learning that will enhance and bring the content of the program to life and help students to gain a better understanding of the science concepts.

2. Investment

6th Grade Lab Materials: \$2,098 includes all consumables
7th Grade Lab Materials: \$3,147 includes all consumables
8th Grade Lab Materials: \$4,196 includes all consumables

Total: \$9,441

3. Outcomes if not purchased

Without the purchase of these materials, students will not receive the FULL experience of the science program. The absence of the kits will limit the level at which the teacher can engage students and teach the content. Students will read and discuss but not *experience* the content. It will be very surface level learning.



Business Operations Coordinator Updates,

Business/Communication with Icon

Lexan: Payroll/HR (CC John and Nadia)

Ashleigh: Accounts Payable (CC John and Nadia)

Trish: CALPADS

All communication from ICON to TIA will filter through the Business Operations Coordinator.

Delegation

- Enrollment has been passed off onto the Site coordinator. She is monitoring all enrollment spreadsheets and sending out enrollment acceptance letters, wait list letters, and running all tours.
- 0
- Hiring
 - All positions are filled at this time including our Spanish Teacher Mrs. Sandra Higuera!

Completed by Rebekah Kirsch

Thank You

"Making It Happen"