



CABRILLO POINT ACADEMY

13915 Danielson Street #103, Poway, California 92064
Phone (619) 404-3190 * Fax (619) 749-1792

**Special Board Meeting
Cabrillo Point Academy
April 30, 2020 – 4:00 pm
13915 Danielson Street #103
Poway, CA 92064**

Through Teleconference

Join Zoom Meeting
<https://zoom.us/j/94848524826>
Meeting ID: 948-4852-4826

Dial by your location
+1 669 900 6833 US (San Jose)
Meeting ID: 948 4852 4826

Find your local number: <https://zoom.us/u/adXldhrXO4>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Discussion and Potential Action on the Employment Contracts and Calendars
5. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

**CABRILLO POINT ACADEMY
AT-WILL EMPLOYMENT AGREEMENT FOR 2020/2021**

[Certificated]

This At-Will Employment Agreement (“Agreement”) is entered into by and between **NAME** (“Employee”), a California resident, and Cabrillo Point Academy (“School”), a California nonprofit public benefit corporation.

A. Recitals

1. The School and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of school operations, which include, but in no way are limited to, issues such as student enrollment and funding.
2. Based on the above and the current anticipated operational needs for the 2020-2021 school year, the School desires to engage the services of Employee as a Homeschool Teacher.
3. Based on the above, Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

1. Duties

Employee is employed to serve as a **Homeschool Teacher** and shall perform such duties as are consistent with this position either online or in person, as requested, as well as such other duties that the School may assign from time to time. The School may ask Employee to, among other things, **attend meetings, supervise field trips, or participate in other extracurricular activities**. Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. **A copy of the job description for this position is attached hereto and incorporated by reference herein**. These duties may be amended from time to time at the sole discretion of the School. Employee also understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs and demands related to the COVID-19 global pandemic.

Employee shall abide by all of the School’s policies and procedures as adopted, amended, or modified from time to time. To the extent any of the School’s policies

and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

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

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

2. Work Year

Generally, the Work Year begins on [START DATE], 2020 and ends no later than June 30, 2021 ("Work Year").

Subject to the Employment At-Will provision in Paragraph C of this Agreement, Employee's employment shall commence on [START DATE], 2020 and end no later than June 30, 2021. Pursuant to the Employment At-Will provision of this Agreement, either the School or Employee has the right to terminate the Employee's employment at any time, with or without advance notice, and with or without cause. The Employee acknowledges and understands that he/she has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

3. Work Schedule

The School's general hours of operation for Homeschool Teachers are 8:30 am – 5:00 pm. Employee's work schedule shall include, but is not limited to, instructional hours and [INSERT]. In addition, Employee shall attend all of the following: professional development days, parent-teacher conferences, and other school events that may occur on nights and weekends.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. For purposes of CALSTRS only, the Work Year will consist of a minimum of 175 work days.

If Employee is converted to part-time status, Employee shall work no more than eight (8) hours in any one work day or forty (40) hours in any one work week without obtaining prior written approval from his/her supervisor. While on part-time status, Employee shall not work more than six (6) consecutive days without obtaining prior written approval from his/her supervisor. Employee must also keep written records of all start and stop times of work, including the start and stop times of meal periods, if applicable, and provide this written log to Employer on a timely and regular basis.

Part-time teachers must take all meal and rest breaks as required and provided for in the Employee Handbook. If, for any reason, Employee is unable to take meal and rest breaks as required, Employee must immediately inform his/her supervisor in writing.

4. Compensation

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a gross monthly salary of \$**INSERT DOLLAR AMOUNT**, less applicable withholdings and authorized deductions. Employee's salary will be prorated in accordance with the portion of the Work Year actually worked.

Employee's salary will be paid semimonthly in accordance with the School's payroll practices beginning with the first pay period following the Employee's first day of work and ending **June 30, 2021**, unless Employee's employment ends prior to such time.

The School may adjust compensation by up to 15% in the form of a salary increase or reduction based on actual enrollment; any salary increase is contingent on enrollment and performance. Generally, salary changes, if any, may be implemented at the end of the 1st three fiscal quarters – namely September 30th, December 31st, and March 30th, although changes to compensation may be made at any time in accordance with the at-will provision in Section C of this Agreement.

The School is solely responsible for assigning students to Employee's roster. If Employee serves more than 28 students, Employee will receive additional compensation of \$100/month per student up to 35 students. If Employee wishes to serve more than 35 students, Employee can request permission from the Senior Director. If approved, Employee shall be paid at the same rate of serving 35 students.

Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in part time status. If Employee is converted to part-time status, Employee shall be paid \$30/hr, less applicable withholdings and authorized deductions.

5. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by the School in its sole discretion.

6. Sick Leave

Employee shall accrue sick leave as provided in the Employee Handbook.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials as well as any other requirements mandated by law (including, but not limited to, background/fingerprinting and tuberculosis clearances). Employee understands that requisite credentials include, but is not limited to, a CLAD credential or a California Commission on Teacher Credentialing recognized equivalent to instruct English language learners. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in termination.

8. Confidential Information

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

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

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, or benefits information.

Employee shall refer to and agrees to abide by the Confidential Information policy and related policies in the Employee Handbook.

9. Child Abuse and Neglect Reporting

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

By executing this Agreement, the Employee acknowledges he or she is a mandated reporter and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. Conflicts of Interest

Employee understands that, while employed by the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other entity or school that will in any way conflict with his/her employment with the School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that the School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

Employee shall refer to and agrees to abide by the Conflicts of Interest policy and related policies in the Employee Handbook.

C. At-Will Employment

Employee's employment with the School is at-will. This means that either the School or Employee may terminate this Agreement and Employee's employment at any time with or without cause, and with or without advance notice. Notwithstanding, this Agreement shall terminate on **June 30, 2021**. Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, including, but not limited to, a change in duties and/or compensation, with or without cause, and with or without advance notice, at the discretion of the School. In that regard, Employee understands that the School may at any time, in its sole discretion and with or without advance notice or cause, terminate Employee's employment and

this Agreement or alter the Employee's duties, compensation and/or other terms or conditions of employment based on impacts to its operations related the COVID-19 global pandemic.

D. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified except by another agreement in writing executed by the School.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Waiver of Breach

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained in such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply

consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in the Agreement.

6. Execution in Counterparts

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

E. 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. Employee's job description is enclosed.
4. California Penal Code sections 11165.7, 11166, and 11167 are enclosed.

Employee's Signature

Date

School's Approval:

[INSERT NAME], Senior Director

Date

2020-2021 Staff Calendar



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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August 2020						
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September 2020						
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October 2020						
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November 2020						
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December 2020						
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Staff Professional Development

Aug 3-4	Professional Development
Sep-May	Meetings

School Year Dates

Aug 3	Teachers Return Back to Work
Aug 17	School Begins
Jan 8	Last Day of 1st Semester
May 28	Last Day of School

School Calendar: 08/17-05/28

Teacher Work Days

191 Days	Aug - Jun
5 Days	Jul
196 Days	Total Work Days

Instructional Days

88 Days	Semester 1
87 Days	Semester 2
175 Days	Total Instructional Day s

Holidays

Jul 03 - July 04	Independence Break
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 23 - 27	Thanksgiving Break
Dec 21 - Jan 01	Winter Break
Jan 18	Martin Luther King Day
Feb 15	Washington's Birthday
Feb 16	Lincoln's Birthday
Feb 17-19	School Recess
Apr 2	Teacher In-service
Apr 16-23	Spring Break
May 31	Memorial Day

School Accountability

Every LP	Attendance Logs
Every LP	Student Conference
Twice a Semester	Work Samples
LP 1, 3, 5, 7	Upload Work Samples

January 2021						
S	M	T	W	T	F	S
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31						

February 2021						
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28						

March 2021						
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April 2021						
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May 2021						
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30	31					

June 2021						
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27	28	29	30			

Assessment Windows

Feb-Mar	PFT Testing
Mar-May	CAASPP Testing

School Closed

Teacher In-service

First & Last Day of School

**CABRILLO POINT ACADEMY
AT-WILL EMPLOYMENT AGREEMENT FOR 2020/2021**

[Certificated]

This At-Will Employment Agreement (“Agreement”) is entered into by and between **NAME** (“Employee”), a California resident, and Cabrillo Point Academy (“School”), a California nonprofit public benefit corporation.

A. Recitals

1. The School and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of school operations, which include, but in no way are limited to, issues such as student enrollment and funding.
2. Based on the above and the current anticipated operational needs for the 2020-2021 school year, the School desires to engage the services of Employee as a Highly Qualified Teacher.
3. Based on the above, Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

1. Duties

Employee is employed to serve as a **Highly Qualified Teacher** and shall perform such duties as are consistent with this position either **online or in-person, as requested**, as well as such other duties that the School may assign from time to time. The School may ask Employee to, among other things, **attend meetings, supervise field trips, or participate in other extracurricular activities**. Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. **A copy of the job description for this position is attached hereto and incorporated by reference herein**. These duties may be amended from time to time at the sole discretion of the School. Employee also understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs and demands related to the COVID-19 global pandemic.

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and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

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2. Work Year

Generally, the Work Year begins on [INSERT START DATE], 2020 and ends no later than June 30, 2021 ("Work Year").

Subject to the Employment At-Will provision in Paragraph C of this Agreement, Employee's employment shall commence on [INSERT START DATE], 2020 and end no later than June 30, 2021. Pursuant to the Employment At-Will provision of this Agreement, either the School or Employee has the right to terminate the Employee's employment at any time, with or without advance notice, and with or without cause. The Employee acknowledges and understands that he/she has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

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enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that the School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

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D. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified except by another agreement in writing executed by the School.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

3. Governing Law

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4. Successors and Assigns

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Waiver of Breach

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6. Execution in Counterparts

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

E. 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. Employee's job description is enclosed.

4. California Penal Code sections 11165.7, 11166, and 11167 are enclosed.

Employee's Signature

Date

School's Approval:

[INSERT NAME], Senior Director

Date

2020-2021 Staff Calendar



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
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Staff Professional Development

Aug 3-4	Professional Development
Sep-May	Meetings

School Year Dates

Aug 3	Teachers Return Back to Work
Aug 17	School Begins
Jan 8	Last Day of 1st Semester
May 28	Last Day of School

School Calendar: 08/17-05/28

HQT Work Days

191 Days	Aug - Jun
191 Days	Total Work Days

Instructional Days

88 Days	Semester 1
87 Days	Semester 2
175 Days	Total Instructional Day s

Holidays

Jul 03 - July 04	Independence Break
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 23 - 27	Thanksgiving Break
Dec 21 - Jan 01	Winter Break
Jan 18	Martin Luther King Day
Feb 15	Washington's Birthday
Feb 16	Lincoln's Birthday
Feb 17-19	School Recess
Apr 2	Teacher In-service
Apr 16-23	Spring Break
May 31	Memorial Day

School Accountability

Every LP	Attendance Logs
Every LP	Student Conference
Twice a Semester	Work Samples
LP 1, 3, 5, 7	Upload Work Samples

January 2021						
S	M	T	W	T	F	S
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February 2021						
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April 2021						
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June 2021						
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Assessment Windows

Feb-Mar	PFT Testing
Mar-May	CAASPP Testing

School Closed

Teacher In-service

First & Last Day of School

**CABRILLO POINT ACADEMY
AT-WILL EMPLOYMENT AGREEMENT FOR 2020/2021**

[Certificated]

This At-Will Employment Agreement (“Agreement”) is entered into by and between **NAME** (“Employee”), a California resident, and Cabrillo Point Academy (“School”), a California nonprofit public benefit corporation.

A. Recitals

1. The School and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of school operations, which include, but in no way are limited to, issues such as student enrollment and funding.
2. Based on the above and the current anticipated operational needs for the 2020-2021 school year, the School desires to engage the services of Employee as a Homeschool Teacher.
3. Based on the above, Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

1. Duties

Employee is employed to serve as a **Homeschool Teacher** and shall perform such duties as are consistent with this position either online or in person, as requested, as well as such other duties that the School may assign from time to time. The School may ask Employee to, among other things, **attend meetings, supervise field trips, or participate in other extracurricular activities**. Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. **A copy of the job description for this position is attached hereto and incorporated by reference herein**. These duties may be amended from time to time at the sole discretion of the School. Employee also understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs and demands related to the COVID-19 global pandemic.

Employee shall abide by all of the School’s policies and procedures as adopted, amended, or modified from time to time. To the extent any of the School’s policies

and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

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

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

2. Work Year

Generally, the Work Year begins on July 1, 2020 and ends no later than June 30, 2021 ("Work Year").

Subject to the Employment At-Will provision in Paragraph C of this Agreement, Employee's employment shall commence on July 1, 2020 and end no later than June 30, 2021. Pursuant to the Employment At-Will provision of this Agreement, either the School or Employee has the right to terminate the Employee's employment at any time, with or without advance notice, and with or without cause. The Employee acknowledges and understands that he/she has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

3. Work Schedule

The School's general hours of operation for Homeschool Teachers are 8:30 am – 5:00 pm. Employee's work schedule shall include, but is not limited to, instructional hours and [INSERT]. In addition, Employee shall attend all of the following: professional development days, parent-teacher conferences, and other school events that may occur on nights and weekends.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. During the month of July, Employee will work at least 5 days (or 40 hours) and be available to perform tasks as needed by the School. For purposes of CALSTRS only, the work year will consist of a minimum of 196 work days.

If Employee is converted to part-time status, Employee shall work no more than eight (8) hours in any one work day or forty (40) hours in any one work week without obtaining prior written approval from his/her supervisor. While on part-time status, Employee shall not work more than six (6) consecutive days without obtaining prior written approval from his/her supervisor. Employee must also keep written records

of all start and stop times of work, including the start and stop times of meal periods, if applicable, and provide this written log to Employer on a timely and regular basis. Part-time teachers must take all meal and rest breaks as required and provided for in the Employee Handbook. If, for any reason, Employee is unable to take meal and rest breaks as required, Employee must immediately inform his/her supervisor in writing.

4. Compensation

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive an annual salary of \$DOLLAR AMOUNT, equivalent to the gross monthly salary of \$INSERT DOLLAR AMOUNT, less applicable withholdings and authorized deductions. Employee's salary will be prorated in accordance with the portion of the Work Year actually worked.

Employee's salary will be paid semimonthly in accordance with the School's payroll practices beginning with the first pay period following the Employee's first day of work and ending June 30, 2021, unless Employee's employment ends prior to such time.

The School may adjust compensation by up to 15% in the form of a salary increase or reduction based on actual enrollment; any salary increase is contingent on enrollment and performance. Generally, salary changes, if any, may be implemented at the end of the 1st three fiscal quarters – namely September 30th, December 31st, and March 30th, although changes to compensation may be made at any time in accordance with the at-will provision in Section C of this Agreement.

The School is solely responsible for assigning students to Employee's roster. If Employee serves more than 28 students, Employee will receive additional compensation of \$100/month per student up to 35 students. If Employee wishes to serve more than 35 students, Employee can request permission from the Senior Director. If approved, Employee shall be paid at the same rate of serving 35 students.

Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in part time status. If Employee is converted to part-time status, Employee shall be paid \$30/hr, less applicable withholdings and authorized deductions.

5. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by the School in its sole discretion.

6. Sick Leave

Employee shall accrue sick leave as provided in the Employee Handbook.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials as well as any other requirements mandated by law (including, but not limited to, background/fingerprinting and tuberculosis clearances). Employee understands that requisite credentials include, but is not limited to, a CLAD credential or a California Commission on Teacher Credentialing recognized equivalent to instruct English language learners. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in termination.

8. Confidential Information

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

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

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, or benefits information.

Employee shall refer to and agrees to abide by the Confidential Information policy and related policies in the Employee Handbook.

9. Child Abuse and Neglect Reporting

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

By executing this Agreement, the Employee acknowledges he or she is a mandated reporter and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. Conflicts of Interest

Employee understands that, while employed by the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other entity or school that will in any way conflict with his/her employment with the School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that the School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

Employee shall refer to and agrees to abide by the Conflicts of Interest policy and related policies in the Employee Handbook.

C. At-Will Employment

Employee's employment with the School is at-will. This means that either the School or Employee may terminate this Agreement and Employee's employment at any time with or without cause, and with or without advance notice. Notwithstanding, this Agreement shall terminate on **June 30, 2021**. Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, including, but not limited to, a change in duties and/or compensation, with or without

cause, and with or without advance notice, at the discretion of the School. In that regard, Employee understands that the School may at any time, in its sole discretion and with or without advance notice or cause, terminate Employee's employment and this Agreement or alter the Employee's duties, compensation and/or other terms or conditions of employment based on impacts to its operations related the COVID-19 global pandemic.

D. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified except by another agreement in writing executed by the School.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Waiver of Breach

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained in such waiver. The waiving party may, at any time thereafter, require

further compliance by the other party hereto with the requirements or provisions of this Agreement that have been waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in the Agreement.

6. Execution in Counterparts

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

E. 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. **Employee's job description is enclosed.**
4. **California Penal Code sections 11165.7, 11166, and 11167 are enclosed.**

Employee's Signature

Date

School's Approval:

[INSERT NAME], Senior Director

Date

2020-2021 Staff Calendar



July 2020						
S	M	T	W	T	F	S
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August 2020						
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September 2020						
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October 2020						
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November 2020						
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December 2020						
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20	21	22	23	24	25	26
27	28	29	30	31		

Staff Professional Development

Aug 3-4	Professional Development
Sep-May	Meetings

School Year Dates

Aug 3	Teachers Return Back to Work
Aug 17	School Begins
Jan 8	Last Day of 1st Semester
May 28	Last Day of School

School Calendar: 08/17-05/28

Teacher Work Days

191 Days	Aug - Jun
5 Days	Jul
196 Days	Total Work Days

Instructional Days

88 Days	Semester 1
87 Days	Semester 2
175 Days	Total Instructional Day s

Holidays

Jul 03 - July 04	Independence Break
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 23 - 27	Thanksgiving Break
Dec 21 - Jan 01	Winter Break
Jan 18	Martin Luther King Day
Feb 15	Washington's Birthday
Feb 16	Lincoln's Birthday
Feb 17-19	School Recess
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Apr 16-23	Spring Break
May 31	Memorial Day

School Accountability

Every LP	Attendance Logs
Every LP	Student Conference
Twice a Semester	Work Samples
LP 1, 3, 5, 7	Upload Work Samples

January 2021						
S	M	T	W	T	F	S
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February 2021						
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March 2021						
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April 2021						
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May 2021						
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June 2021						
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Assessment Windows

Feb-Mar	PFT Testing
Mar-May	CAASPP Testing

School Closed

Teacher In-service

First & Last Day of School

**CABRILLO POINT ACADEMY
AT-WILL EMPLOYMENT AGREEMENT FOR 2020/2021**

[Certificated]

This At-Will Employment Agreement (“Agreement”) is entered into by and between **NAME** (“Employee”), a California resident, and Cabrillo Point Academy (“School”), a California nonprofit public benefit corporation.

A. Recitals

1. The School and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of school operations, which include, but in no way are limited to, issues such as student enrollment and funding.
2. Based on the above and the current anticipated operational needs for the 2020-2021 school year, the School desires to engage the services of Employee as a Highly Qualified Teacher.
3. Based on the above, Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

1. Duties

Employee is employed to serve as a **Highly Qualified Teacher** and shall perform such duties as are consistent with this position either **online or in-person, as requested**, as well as such other duties that the School may assign from time to time. The School may ask Employee to, among other things, **attend meetings, supervise field trips, or participate in other extracurricular activities**. Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. **A copy of the job description for this position is attached hereto and incorporated by reference herein**. These duties may be amended from time to time at the sole discretion of the School. Employee also understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs and demands related to the COVID-19 global pandemic.

Employee shall abide by all of the School’s policies and procedures as adopted, amended, or modified from time to time. To the extent any of the School’s policies

and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

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

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

2. Work Year

Generally, the Work Year begins on **July 1, 2020** and ends no later than **June 30, 2021**("Work Year").

Subject to the Employment At-Will provision in Paragraph C of this Agreement, Employee's employment shall commence on **July 1, 2020** and end no later than **June 30, 2021**. Pursuant to the Employment At-Will provision of this Agreement, either the School or Employee has the right to terminate the Employee's employment at any time, with or without advance notice, and with or without cause. The Employee acknowledges and understands that he/she has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

3. Work Schedule

The School's general hours of operation for **Highly Qualified Teachers** are **8:30 am – 5:00 pm**. Employee's work schedule shall include, but is not limited to, instructional hours and [INSERT]. In addition, Employee shall attend all of the following: **professional development days, parent-teacher conferences, and other school events that may occur on nights and weekends.**

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. During the month of July, Employee will work at least 5 days (or 40 hours) and be available to perform tasks as needed by the School. For purposes of CALSTRS only, the work year will consist of a minimum of **191** work days.

4. Compensation

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive an annual salary of **\$DOLLAR AMOUNT**, equivalent to the gross monthly salary of **\$INSERT DOLLAR AMOUNT**, less applicable withholdings

and authorized deductions. Employee's salary will be prorated in accordance with the portion of the Work Year actually worked.

Employee's salary will be paid semimonthly in accordance with the School's payroll practices beginning with the first pay period following the Employee's first day of work and ending **June 30, 2021**, unless Employee's employment ends prior to such time.

The School may adjust compensation by up to 15% in the form of a salary increase or reduction based on actual enrollment; any salary increase is contingent on enrollment and performance. Generally, salary changes, if any, may be implemented at the end of the 1st three fiscal quarters – namely September 30th, December 31st, and March 30th, although changes to compensation may be made at any time in accordance with the at-will provision in Section C of this Agreement.

5. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by the School in its sole discretion.

6. Sick Leave

Employee shall accrue sick leave as provided in the Employee Handbook.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials as well as any other requirements mandated by law (including, but not limited to, background/fingerprinting and tuberculosis clearances). Employee understands that requisite credentials include, but is not limited to, a CLAD credential or a California Commission on Teacher Credentialing recognized equivalent to instruct English language learners. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in termination.

8. Confidential Information

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written

consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities.

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

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, or benefits information.

Employee shall refer to and agrees to abide by the Confidential Information policy and related policies in the Employee Handbook.

9. Child Abuse and Neglect Reporting

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

By executing this Agreement, the Employee acknowledges he or she is a mandated reporter and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. Conflicts of Interest

Employee understands that, while employed by the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain

employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other entity or school that will in any way conflict with his/her employment with the School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that the School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

Employee shall refer to and agrees to abide by the Conflicts of Interest policy and related policies in the Employee Handbook.

C. At-Will Employment

Employee's employment with the School is at-will. This means that either the School or Employee may terminate this Agreement and Employee's employment at any time with or without cause, and with or without advance notice. Notwithstanding, this Agreement shall terminate on **June 30, 2021**. Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, including, but not limited to, a change in duties and/or compensation, with or without cause, and with or without advance notice, at the discretion of the School. In that regard, Employee understands that the School may at any time, in its sole discretion and with or without advance notice or cause, terminate Employee's employment and this Agreement or alter the Employee's duties, compensation and/or other terms or conditions of employment based on impacts to its operations related the COVID-19 global pandemic.

D. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified except by another agreement in writing executed by the School.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Waiver of Breach

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

6. Execution in Counterparts

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

E. 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. Employee's job description is enclosed.

4. California Penal Code sections 11165.7, 11166, and 11167 are enclosed.

Employee's Signature

Date

School's Approval:

[INSERT NAME], Senior Director

Date

2020-2021 Staff Calendar



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Staff Professional Development

Aug 3-4	Professional Development
Sep-May	Meetings

School Year Dates

Aug 3	Teachers Return Back to Work
Aug 17	School Begins
Jan 8	Last Day of 1st Semester
May 28	Last Day of School

School Calendar: 08/17-05/28

HQT Work Days

191 Days	Aug - Jun
191 Days	Total Work Days

Instructional Days

88 Days	Semester 1
87 Days	Semester 2
175 Days	Total Instructional Day s

Holidays

Jul 03 - July 04	Independence Break
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 23 - 27	Thanksgiving Break
Dec 21 - Jan 01	Winter Break
Jan 18	Martin Luther King Day
Feb 15	Washington's Birthday
Feb 16	Lincoln's Birthday
Feb 17-19	School Recess
Apr 2	Teacher In-service
Apr 16-23	Spring Break
May 31	Memorial Day

School Accountability

Every LP	Attendance Logs
Every LP	Student Conference
Twice a Semester	Work Samples
LP 1, 3, 5, 7	Upload Work Samples

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Assessment Windows

Feb-Mar	PFT Testing
Mar-May	CAASPP Testing

School Closed

Teacher In-service

First & Last Day of School