



**GRANITE MOUNTAIN CHARTER SCHOOL**

10535 Foothill Blvd #100, Rancho Cucamonga, CA 91730

Phone (909) 906-3593

Fax (909) 324-2720

**Regular Scheduled Board Meeting**

**Granite Mountain Charter School**

**July 9, 2020, 12 p.m.**

**10535 Foothill Blvd. #100**

**Rancho Cucamonga, CA 91730**

**Through Teleconference**

**Join Zoom Meeting**

**<https://us04web.zoom.us/j/73217446714?pwd=RUdzT0s5SWRVZk10SlluOGMxY2NHZz09>**

**Meeting ID: 732 1744 6714**

**Password: granite**

**AGENDA**

1. Call to Order
2. Approval of the Agenda – pg. 1-2
3. Public Comments
4. Executive Director's Report
  - a. Enrollment Update
  - b. Procurify Update
  - c. Charter Technical Services (IT) Update
  - d. Curriculum Update
  - e. HR Update
5. Approval of Minutes - June 25, 2020 – pg. 3
6. Approval of Minutes - June 27, 2020 – pg. 6
7. Discussion and Potential Action on the Board Member Selection
8. Discussion and Potential Action on the Election of Officers – pg. 8
9. Discussion and Potential Action on the Compensation Policy– pg. 9
10. Presentation on the Implementation of Charter Safe Services – pg. 31

11. Discussion and Potential Action on the School Enrollment Capacity – pg. 36
12. Discussion and Potential Action on the Instructional Funds Policy – pg. 37
13. Discussion and Potential Action on the Policy Confirming No Funds or Things of Value to Students, Parents of Guardians – pg. 39
14. Discussion and Potential Action on the Ordering Guide
15. Discussion and Potential Action on the Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel – pg. 40
16. Discussion and Potential Action on the Staff Information Technology Use Policy
17. Discussion and Potential Action on the Information Technology Department Policies and Procedures
18. Discussion and Potential Action on the Acceptance of the Sale of Receivables Proposals - pg. 42
19. Closed Session - Executive Director's Evaluation
20. Discussion and Potential action on the Executive Director's Salary and Benefits – pg. 64
21. Board of Director's Requests
22. Announcement of Next Regularly Scheduled Board Meeting
23. 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. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. 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 school staff or calendar the issue for future discussion.

Note: Granite Mountain Charter School 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)).



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Regular Scheduled Board Meeting Minutes - Granite Mountain Charter School

June 25, 2020 at 12:00 pm

Attendance via teleconference: Luke Kibler, Wendy Maldonado, Valarie Campa, Huda Haddad

Absent: None

**Call to Order:**

Luke Kibler called the meeting to order at 12:05 pm.

**Approval of the Agenda:**

Valarie Campa motioned to approve the agenda. Huda Haddad seconded.

-Unanimous

**Public Comments:**

None

**Executive Director's Report:**

Executive Director's gave a report on:

- a. Material Revision Update
- b. Enrollment Update
- c. Procurify Update
- d. Charter Technical Services Update
- e. Curriculum Updates

**Approval of Minutes - June 11, 2020:**

Huda Haddad motioned to approve minutes. Valarie Campa seconded.

-Unanimous

**Approval of Minutes - May 30, 2020:**

Wendy Maldonado motioned to approve minutes. Valarie Campa seconded.

-Unanimous

**Discussion and Potential Action on the Acceptance of the Board President Resignation:**

Valarie Campa motioned to approve the Acceptance of the Board President Resignation. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the Bylaws:**

Huda Haddad motioned to approve the Bylaws. Valarie Campa seconded.

-Unanimous

**Discussion and Potential Action on the Affirming of Board Members and Their Term:**

Valarie Campa motioned to approve the Affirming of Board Members and Their Term: Valarie Campa and

Luke Kibler being the first year and Huda Haddad and Wendy Maldonado the second year. Wendy Maldonado seconded.

-Unanimous

Valarie Campa motioned to post a vacancy for board member position by July 6<sup>th</sup>, 2020. Huda Haddad seconded.

-Unanimous

**Discussion and Potential Action on the Compensation Policy:**

Valarie Campa motioned to submit the Compensation Policy back to legal. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the 2020-2021 School Board Meeting Calendar:**

Huda Haddad motioned to approve the 2020-2021 School Board Meeting Calendar with the addition of June 27<sup>th</sup> Special Meeting at 9AM. Valarie Campa seconded.

-Unanimous

**Discussion and Potential Action on the Executive Director's Performance Evaluation Criteria:**

Wendy Maldonado motioned to approve the Executive Director's Performance Evaluation Criteria. Huda Haddad seconded.

-Unanimous

**Discussion and Potential Action on the May Financials:**

Wendy Maldonado motioned to approve the May Financials. Huda Haddad seconded.

-Unanimous

Wendy Maldonado motioned to Move Out of order to the 2020-2021 Budget. Valarie Campa seconded.

-Unanimous

**Discussion and Potential Action on the 2020-2021 Budget:**

Wendy Maldonado motioned to approve the 2020-2021 Budget. Huda Haddad seconded.

-Unanimous

**Discussion and Potential Action on the Middle School Student High School Credit Policy:**

Valarie Campa motioned to approve the Middle School Student High School Credit Policy. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the Transcription of Honors Classes:**

Huda Haddad motioned to approve the Transcription of Honors Classes. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the COVID-19 Plans:**

Valarie Campa motioned to approve the COVID-19 Plans. Huda Haddad seconded.

-Unanimous

**Discussion and Potential Action on the Charter Safe Renewals:**

Valarie Campa motioned to approve the Charter Safe Renewals. Huda Haddad seconded.

-Unanimous

**Discussion and Potential Action on the Invoices Over 100,000:**

Valarie Campa motioned to table item for next meeting. Huda Haddad seconded.

-Unanimous

**Board of Director's Requests:**

-Information on the AB-77 bill as things unfold.

-To take a look and analyze all services provided by Charter Safe that can be utilized.

-Vacancy for new board member resumes to be submitted by July 6<sup>th</sup>.

**Announcement of Next Regularly Scheduled Board Meeting:**

Next regular board meeting will be on Thursday July 9<sup>th</sup>, 2020 at 12:00 pm.

**Adjournment:**

Huda Haddad motioned to adjourn meeting at 2:46 pm. Valarie Campa seconded.

-Unanimous



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Granite Mountain Charter School - Special Board Meeting  
June 27, 2020 at 9:00 AM

Attendance via teleconference: Luke Kibler, Wendy Maldonado, Valarie Campa, Huda Haddad  
Absent: None

**Call to Order:**

Luke Kibler called the meeting to order at 9:02AM.

**Approval of the Agenda:**

Huda Haddad motioned to approve the agenda. Valarie Campa seconded.  
-Unanimous

**Public Comments:**

None

**Closed Session – Conference with Legal Counsel – Anticipated Litigation 54956.9:**

Valarie Campa motioned into closed session at 9:04AM. Huda Haddad seconded.

-Unanimous

Valarie Campa motioned out of closed session at 10:16AM. Wendy Maldonado seconded.

-Unanimous

No action was taken in closed session.

Huda Haddad motioned to move out of order to item number 6, Discussion and Potential Action on the Charter School Management Contract. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the Charter School Management contract:**

Huda Haddad motioned to approve the Charter School Management contract. Valarie Campa seconded.

-Unanimous

**Discussion and Potential Action on the Acceptance of the PPP Loan:**

Huda Haddad motioned to approve the Acceptance of the PPP Loan with the condition that the money is placed in a separate account and a pre-approval from the Board on the spending of the money. Wendy Maldonado seconded.

-Unanimous

**Discussion and Potential Action on the School Enrollment Capacity:**

Wendy Maldonado motioned to pause enrollment at the spaces offered of 3665 and will hold a special meeting on any potential passing of laws. Valarie Campa seconded.

-Unanimous

**Board of Director's Requests:**

-Kiumars Arzani contact information to be shared with the Board.

**Announcement of Next Regular Board Meeting:**

Next regular board meeting will be on July 9<sup>th</sup>,2020 at 12:00 PM.

**Adjournment:**

Valarie Campa motioned to adjourn the meeting at 12:20 PM. Huda Haddad seconded.

-Unanimous

Noted By

Board Secretary



2020-2021 Election of Officers

*July 9, 2020*

President - \_\_\_\_\_

Vice President - \_\_\_\_\_

Secretary - \_\_\_\_\_

Treasurer - \_\_\_\_\_

Historian - \_\_\_\_\_

Certified by:

\_\_\_\_\_  
Board Secretary

Certified on:

\_\_\_\_\_  
Date





## 2020-2021 COMPENSATION POLICY

### Dedication to Non-discrimination

It is the policy of Granite Mountain Charter School not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

### Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for 2020-2021 only. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The ~~Principal~~ Executive Director shall ~~approve~~ ~~recommend~~ compensation for all School staff, consistent with the budget approved by the School Board. -An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies. ~~The Executive Director has the authority to hire and fire all employees, and the board will be provided a monthly report of new hires.~~
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

### Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis

on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves
- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations
- a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

## TEACHER COMPENSATION

### Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

### Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

### Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years.
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
  - California and US public, charter, and private elementary and secondary schools
  - Accredited foreign public, charter, and private elementary and secondary schools
  - California, US, and foreign accredited universities and colleges
  - Non-public special education contract schools for special education teachers
  - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.

- Other relevant professional experience may be considered by the ~~Executive Director~~ **Principal** or designee.

The ~~Principal~~ **Executive Director** or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

#### Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA units, if applicable.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following May 1. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and May 1).
- All teaching credentials must be reflected on the California Commission on Teacher Credentialing's website.

#### Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of a 7.5% differential (stipend) of their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a 7.5% differential (stipend) of their current annual salary on the Salary **Table**.
- To qualify for the advanced degree or certificate stipends, employees must submit proof of attainment of the degree or NBC. Stipends will not be paid until sufficient documentation is presented and will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay

period following May 1. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and May 1).

- The stipends will be paid as set forth in the Stipend Chart below.

#### Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The ~~Principal~~ Executive Director shall designate the individuals authorized to receive the signing bonus in writing.
- The signing bonus must be approved by the board prior to any payment.
- To qualify for a signing bonus, the teacher must:
  - be certified in the field they are hired to teach.
  - teach in that field of the bonus.

#### Supplemental Duty Stipends:

- Stipends are assigned and approved by the ~~Principal~~ Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Teachers who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the teacher by the ~~Principal~~ Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the ~~Principal~~ Executive Director or his/her designee in writing.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years in writing. This means additional duties are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the ~~School~~ Executive Director.
- The ~~School~~ Executive Director, in ~~its~~ his/her sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the ~~School~~ Executive Director.

- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.
- Student stipends are paid per semester based on the teacher roster in the months of September and February.

#### **Stipend Chart**

Description	Amount	Eligibility	Eligibility Start	Period Pay
Experiential Learning Coordinator	10,000	Paid to a hired Experiential Learning Coordinator who facilitates regular events for the Experiential Learning Program.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Field Trip Coordinator	10,000	Paid to a hired Field Trip Coordinator who facilitates the field trip requests process.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Trailblazer Class Coordinator	10,000	Paid to a hired Trailblazer Class Coordinator who facilitates virtual classes for interested students.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Plugged-In Teacher	4,000	Paid to teachers who host grade-level specific, weekly virtual core-curriculum classes.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Curriculum Loader	12,000	Paid to a credentialed teacher who processes and facilitates school adopted curriculum loading.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
CHYA Coach	2,000	Paid to a credentialed teacher who provides information and oversight for CHYA curriculum and requirements.	Eligibility is earned after service has been completed from start date to end date.	Paid once responsibilities are rendered.
Club Supervisor	2,000	Paid to teachers who facilitate club opportunities for students.	Eligibility starts when club is adopted.	Paid once responsibilities are rendered.
WASC Coordinator	2,000	Paid to a credentialed teacher who facilitates WASC procedures and processes.	Eligibility starts at the beginning of the school year.	Paid once responsibilities are rendered.
Extra Student Stipend	100 per month per student over required rosters	Provided to each teacher who agrees to handle additional students over their roster limits.	Becomes eligible once their roster exceeds required roster limits.	Paid bi weekly over 10.5 months, August 18-June. Will be prorated based on period of service during the school year.
National Board Certificate	7.50%	Provided to SpEd teachers who have been awarded National Board Certification	For current SpEd teachers who obtain the certification before January 1 of the current school year	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees.
National Board Certificate	\$3,000	Provided to teachers who have been awarded National Board Certification	For current teachers who obtain the certification before January 1 of the current school year	Paid in two installments in December and March.
Doctoral Degree Stipend	7.50%	Provided to SpEd teachers who hold a doctorate degree	For those who obtain their degree before January 1 of the current school year	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees.
Doctoral Degree Stipend	\$3,000	Provided to teachers who hold a doctorate degree	For those who obtain their degree before January 1 of the current school year	Paid in two installments in December and March.

**Voluntary Transfer to Lower Role Placement or Teaching position**

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.



January 1, 2021– December 31, 2021 Preparation Salary  
Teacher Table

B-Basis - 10 Month Calendar\*

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
A (Minimum)		\$58,240*	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250
B ( + 14 points)		\$58,240**	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,750
C ( + 28 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,110	\$66,250
D ( + 42 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$62,350	\$65,500	\$68,750
E ( + 56 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$61,550	\$65,625	\$67,850	\$71,250
F ( + 70 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$60,650	\$63,700	\$66,900	\$70,225	\$73,750
G ( + 84 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$59,750	\$62,725	\$65,850	\$69,125	\$72,600	\$76,250
H ( + 98 points)		\$58,250	\$58,250	\$58,250	\$58,750	\$61,650	\$64,750	\$68,000	\$71,400	\$75,000	\$78,750

Additional Pay Scale Levels

	Additional Pay Scale Levels			
	11	12	13	14
(continued)				
H ( + 98 points)	\$81,250	\$83,750	\$86,250	\$88,750

	H15	H20	H25	H30
	\$91,250	\$93,750	\$96,250	\$98,250

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\* Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

**Granite Mountain Charter School**  
**July 1 2020 - June 2021 HST Teacher Table**

**C-Basis - 10 Month Calendar\***

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*	1	2	3	4	5	6	7	8	9	10	
A (Minimum)	\$58,240**	\$58,240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	
B (+ 14 points)	\$58,240**	\$58,240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$60,500	
C (+ 28 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,860	\$63,000	
D (+ 42 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,100	\$62,400	\$65,500	
E (+ 56 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,300	\$62,400	\$64,600	\$68,000	
F (+ 70 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$60,450	\$63,650	\$66,975	\$70,500	
G (+ 84 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,475	\$62,600	\$65,875	\$69,350	\$73,000	
H (+ 98 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,400	\$62,400	\$64,750	\$68,150	\$71,750	\$75,500	
Additional Pay Scale Levels											
	11		12		13		14				
(continued)	\$78,000	\$80,500	\$83,000	\$85,500							
(+ 98 points)											
							H15	H20	H25	H30	
							\$88,000	\$90,500	\$93,000	\$95,000	

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\* Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\* Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

\*\*\*\* During the rate-in-process for new hires **Principal Executive Director** may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on **Principal Executive Director** approval.

## Salary Schedule

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Program Specialist/SPED Coordinator	\$81,088	\$84,088	\$88,293	\$92,709	\$97,342	\$102,209
School Psychologist	\$81,088	\$84,088	\$88,293	\$92,709	\$97,342	\$102,209
Speech-Language Pathologist	\$74,146	\$78,049	\$82,157	\$86,481	\$91,033	\$95,585
Nurse	\$70,512	\$74,038	\$77,340	\$81,227	\$85,288	\$89,552
Occupational Therapist	\$70,688	\$74,387	\$78,302	\$82,423	\$86,761	\$91,327

***Credit up to 7 years of Experience***  
 Doctorate Differential is 7.5%



## Salary Teacher Table Special Education Teacher

PAY SCALE GROUP		PAY SCALE LEVEL									
		1	2	3	4	5	6	7	8	9	10
A	C Basis	\$55,590**	\$57,280**	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950
(Minimum)											
B	C Basis	\$57,770**	\$58,860**	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,945
( + 14 points)											
C	C Basis	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,247	\$68,670
( + 28 points)											
D	C Basis	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$64,419	\$67,853	\$71,395
( + 42 points)											
E	C Basis	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$63,547	\$67,989	\$70,414	\$74,120
( + 56 points)											
F	C Basis	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$62,566	\$65,891	\$69,379	\$73,003	\$76,845
( + 70 points)											
G	C Basis	\$59,950	\$59,950	\$59,950	\$59,950	\$61,585	\$64,828	\$68,234	\$71,804	\$75,592	\$79,570
( + 84 points)											
H	C Basis	\$59,950	\$59,950	\$59,950	\$60,495	\$63,656	\$67,035	\$70,578	\$74,284	\$78,208	\$82,295
( + 98 points)											

### Additional Pay Scale Levels

	Additional Pay Scale Levels			
	11	12	13	14
(continued)				
H	\$85,020	\$87,745	\$90,470	\$93,195
( + 98 points)				

H15	H20	H25	H30
\$95,920	\$98,645	\$101,370	\$103,550

NBC or Doctorate Differential is 7.5% .

\*\* Staff holding an alternative certification (intern, emergency, or preliminary credential) are restricted to A1, A2, B1, and/or B2.

#### Additional Supplement Bonus ("Supplement"):

The ~~Principal~~ Executive Director may recommend a Supplement for teachers as set forth in this section.

- A ~~Principal~~ Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the ~~Principal~~ Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary, **whichever is higher.**
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the ~~Principal~~ Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage **and** Extra Student Pay **and Enrollment Milestones.**
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the ~~Principal~~ Executive Director:
  - 1. The ~~Principal~~ Executive Director must first agree with the teacher on the terms **in writing**
  - 2. The supplemental work must be separate from the normal job responsibilities.
  - 3. The work must be completed or in the progress of being completed.

#### **Part-time Teachers:**

For all part-time teachers.

- Part-time/Full time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than up to 17 hours of work per pay period in July and for up to 8.5 hours of training in August.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time

employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

## CLASSIFIED COMPENSATION

### Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
  - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
  - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the **Principal Executive Director** or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
  - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The **Principal Executive Director** shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

## Classified Pay Scale\*

Classified Support 1	Hourly	\$16,524	\$16,885	\$17,245	\$17,726	\$18,207	\$18,808	\$19,288	\$19,769	\$20,971	\$21,572	\$22,173	\$22,774
	Annual	\$34,370	\$35,121	\$35,870	\$36,870	\$37,871	\$39,121	\$40,119	\$41,120	\$43,620	\$44,870	\$46,120	\$47,370
Classified Support 2	Hourly	\$19,529	\$20,01	\$20,611	\$21,091	\$21,572	\$22,173	\$22,774	\$23,375	\$23,976	\$24,577	\$25,298	\$26,019
	Annual	\$40,620	\$41,621	\$42,871	\$43,869	\$44,870	\$46,120	\$47,370	\$48,620	\$49,870	\$51,120	\$52,620	\$54,120
Classified Support 3	Hourly	\$20,731	\$21,332	\$21,933	\$22,534	\$23,135	\$23,796	\$24,457	\$25,178	\$25,899	\$26,62		
	Annual	\$43,120	\$44,371	\$45,621	\$46,871	\$48,121	\$49,496	\$50,871	\$52,370	\$53,870	\$55,370		
Classified Support 4	Hourly	\$25,538	\$26,26	\$26,981	\$27,822	\$28,543	\$29,385	\$30,226	\$31,067	\$31,909	\$32,75		
	Annual	\$53,120	\$54,621	\$56,120	\$57,870	\$59,369	\$61,121	\$62,870	\$64,619	\$66,371	\$68,120		

- A. Classified GMCS Trailblazers will be placed on a salary schedule based on:
- Each Row (Classified Support 1, 2, 3 or 4) where other Classified GMCS Trailblazers begin
  - Column (A-L) is determined by the lowest column after careful consideration of all other recently hired Classified GMCS Trailblazers, previous job experience, educational level attained, and demonstrated proficiency or experience in that specific position
- B. Classified GMCS Trailblazers who start at a Classified Support 1 position may move to Classified Support 2 Column H by meeting all of the following criteria:
- Reaching step 12 in the Classified Support 1 column
  - Maintain satisfactory or higher evaluations in the current and previous year
  - Participate in professional growth opportunities agreed to by the immediate supervisor
  - Based on the above criteria receive approval from the department manager
- To move up columns:
- C. Classified GMCS Trailblazers will automatically climb from their current column of the scale to the next on the 1<sup>st</sup> of July of every year. This is contingent on having been in their current cell for 3 months and on receiving a satisfactory or higher evaluation at the end of the previous year.
- D. At the request of the Department Manager and only to occur during the fiscal year (July 1<sup>st</sup> - June 30<sup>th</sup>); This request should be made to the Executive Director or her appointee. It should be in writing and must be based on one of the following criteria:
- New Classified GMCS Trailblazer is performing at a higher level after 3 months of working in their position in their department.
  - New Classified GMCS Trailblazer is undertaking new, additional job responsibilities.
  - New Classified GMCS Trailblazer is mastering his/her skills and can provide training to other Classified GMCS Trailblazers in his/her department.



### **Role/Salary Placements**

- All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the ~~Principal~~ Executive Director or designee. Some hard-to staff positions may be compensated out of the salary schedule as approved by the ~~Principal~~ Executive Director in writing.

### **Advancements on Pay Scale**

- An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

### **Lateral Transfer**

- A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

### **Partial Assignments**

- In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial EL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

### **Reassignments**

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the ~~Principal~~ Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

### **Rehires**

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
  - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
  - All applicable work experience earned outside of Granite Mountain Charter Schools, subsequent to separation, may be identified and used for credit as equivalent ~~or~~ applicable experience in accordance with the creditable years of service as described herein.

## Experience – Nonexempt Employees

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. ~~Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis),~~ All non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees ~~should are~~ **required to** receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the ~~Principal~~ **Executive Director** or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts, **charter schools** or other companies.
- The ~~Principal~~ **Executive Director** or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

## Additional Supplement Bonus ("Supplement"):

The ~~Principal~~ **Executive Director** may recommend a Supplement for classified staff members as set forth in this section.

- ~~The A Principal~~ **Executive Director**, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the ~~Principal~~ **Executive Director in writing**, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary, **whichever is higher**.

- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the ~~Principal~~ Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the ~~Principal~~ Executive Director:
  - 1. The ~~Principal~~ Executive Director must first agree with the classified staff member on the terms in writing
  - 3. The supplemental work must be separate from the normal job responsibilities.
  - 4. The work must be completed or in the progress of being completed.

## **PAYROLL ADVANCE POLICY**

### **POLICY BRIEF AND PURPOSE**

Our payroll advance policy describes our terms for advancing pay to our employees as an emergency short-term loan.

### **SCOPE**

This policy applies to all employees, with the exception of the ~~Principal~~ Executive Director and officers of Granite Mountain Charter School. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

### **POLICY ELEMENTS**

“Payroll advance” refers to employees receiving a portion of their pay before their next normal payday. This does not include any money paid to the employee for work-related expenses.

The School is not obliged to pay employees in advance and may choose to do so if employees have qualifying reasons.

### **CONDITIONS FOR REQUESTING A PAYROLL ADVANCE**

Employees can ask for a pay advance if they:

- *Have been employed with the school for three consecutive months.*
- *Have not taken any other company-sponsored loan.*
- *Do not have any current negative evaluations or disciplinary actions.*

These conditions apply to all eligible employees without discrimination against protected characteristics.

Employees should have a legitimate reason to ask for advance pay, usually an unexpected or unavoidable occurrence. Examples of such reasons, although not conclusive, are for:

- *Family or personal emergencies (e.g. being victims of a robbery or fire, having to pay funeral fees)*
- *Hospital bills not covered by medical insurance*
- *Car repairs not covered by insurance*
- *To save a family home*

Examples of non-qualifying reasons, include but are not limited to:

- Taking a planned vacation
- Entertainment expenses
- Gambling
- Fines

## **PAYROLL ADVANCE TERMS**

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should discuss the situation with their ~~Principal~~ Executive Director. The ~~Principal~~ Executive Director may decide to make exceptions on a case-by-case basis.

We will deduct the amount of the advance pay from an employee's future paychecks. This may mean:

- Depending on the amount, deducting the full amount from their next paycheck.
- Repaying the amount in small installments out of a number of future paychecks.

The repayment terms must be in writing and signed by employees and will comply with applicable laws.

~~We~~ The school will not charge any administrative fees or interest.

If an employee resigns or is terminated before they repay their payroll advance, HR, subject to approval by the ~~Principal~~ Executive Director, is responsible for reaching a new agreement with the employee. Any relevant legal requirements (whether federal, state or local) must be followed.

## **PAYROLL ADVANCE AGREEMENTS**

Employees who want to request a payroll advance should request a Payroll Advance form from HR. They must:

- Indicate their reasons for filing the form.
- State the amount of money they want to receive in advance.
- Sign to accept this policy's terms.

This procedure must be followed:

1. Employees should submit the form to their ~~Principal~~ Executive Director or their Supervisor, if the ~~Principal~~ Executive Director is unavailable.
2. The ~~Principal~~ Executive Director should first review the form. If ~~they~~ he/she approves, ~~they~~ the Executive Director must sign the form and submit it to HR.
3. HR and the CBO or designee must also review the form and decide whether to grant the employee's request in consultation with the ~~Principal~~ Executive Director. If they approve, HR must create an agreement form for the pay advance and repayment terms taking any applicable taxes into account. This agreement must be signed by HR, the CBO or designee and the employee and include relevant dates.

4. HR must forward the signed agreement to the accounting department. The accounting department will generally give employees their advance pay through check or bank transfer within a week, if possible, after receiving the form.

If the request is denied, the ~~Principal~~ Executive Director must inform the employee.

The advance must be paid back within one year of the initial payment to the employee, subject to applicable law. If there is a problem with meeting the requirement then the employee must sign an agreement that moves them toward quickly meeting that requirement.

#### **NOTICE TO BOARD**

The Board must be informed by the ~~Principal~~ Executive Director if an employee resigns prior to repaying their payroll advance.

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# ChartersAFE Services

## Implementation

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# Human Resources Audit

- The Granite Mountain Human Resources department will meet regularly with CharterSAFE to go through a Human Resources audit to ensure we have a strong, compliant HR department. CharterSAFE has provided a 14 page long Audit checklist to review.



# Credential Analysis and HR Certification

- This program was created specifically for California charter schools, allowing participants to gain a certification in HR laws and best practices with 12 1-hour online courses. Our Assistant Director of Human Resources will be attending this program to continue to ensure a strong HR department.

## Monthly Charter School Leader Toolkit

- We will ensure that appropriate staff/departments have access to this helpful toolkit which features reminders of important tasks our school should complete throughout the year. It includes Risk Management, Human Resources and Operations-related topics.

# SafeSchools Training

- Online on-demand courses to comply with California training regulations for charter school employees. We will be using CharterSAFE's SafeSchools trainings for all of our employees on topics such as Mandated Reporter, Bloodborne Pathogens, and Sexual Harassment (among others).

## Webinars

- CharterSAFE offers live and pre-recorded trainings on topics such as school safety, human resources, workers' compensation, and the general insurance climate in California. We will have our AD of HR, Chief of Staff, Chief Business Officer and any other applicable staff members watch these trainings.

# Risk Management

- We will be consulting with CharterSAFE's Risk Management team on issues of safety, human resources, and contract review.

## Document Library

- We will be making use of CharterSAFE's document library for items like sample policies, templates, job descriptions, webinar Q&As, checklists and other resources to bolster our team's effectiveness.



School Enrollment Capacity  
Updated 7/9/20

As a result of the passage of SB 98, it is recommended that the board approve a temporary reduction in school capacity enrollment to 3250. Students already offered space in the school will not lose their space, but spots that emerge from student withdrawals will not be filled from the wait list until the enrollment is down to a number of 3250.



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## Instructional Funds Policy

Granite Mountain Charter School is committed to giving students the same opportunities that are offered at non-charter district schools. District schools often provide opportunities for music, art, sports, field trips, and other ways to extend the learning experience.

**The purpose of the Granite Mountain Charter School Governing Board approving this Granite Mountain Charter School Curriculum and Enrichment Funds Policy is to accomplish the following:**

1. Establish Assurances & Procedural Safeguards
2. Determine Specific Funding Amount
3. Clarify What Funds Can Be Used For
4. Clarify When Funds Can Be Used
5. Identify Non-Consumable Category Groups
6. Authorize Establishment of Lending Libraries

- 1. Establish Assurances & Procedural Safeguards:** The school will use a system with multiple checks and internal controls to ensure all instructional funds are utilized appropriately and lawfully.

Ordering Process:

- i. Parent requests curriculum, service/class, and/or product through ~~the~~ Granite Mountain Charter School's ordering system. ~~Enrichment Centre (in-house, online ordering system).~~
- ii. The teacher consistent with Granite Mountain Charter School's policies and procedures, reviews and determines whether or not the requested item has appropriate educational value and prior to approval, will ensure the service or product is nonsectarian in nature in accordance with Ed. Code 47605(~~de~~)(1), which states, "a charter school shall be nonsectarian in its programs, and all other operations".
- iii. Enrichment staff members also ensures that the requested item is evaluated for appropriate educational value and prior to approval, ensures that the service or product is nonsectarian in nature in accordance with Ed. Code 47605(~~de~~)(1), which states, "a charter school shall be nonsectarian in its programs, and all other operations".

- 2. Determine Specific Funding Amount:** The funding amount for the ~~2019-2020~~ 2020-2021 school year will be up to \$3,000 for TK-8 students and \$3,200 for high school students. ~~\$2,600 for TK-8<sup>th</sup> students and \$2,800 for 9-12<sup>th</sup> students.~~ The families' chosen curriculum is deducted from the allocated funding amount. Currently, curriculum costs range from \$150 to \$1,000 per student. This amount may be adjusted at any time at Board discretion or based on budget need. ~~Students who engage in a multi-year learning plan can submit a request to use multi-year funding which will be subject to review. These exceptions will be made by the Secondary Approval Committee on a case by case basis in the sole discretion of the school. In some years, due to budget constraints or other operational needs, multi-year learning plans will not be allowed.~~

**Clarify What Funds Can Be Used For:** Instructional Funds will first be used toward the student's core subjects, technology items, then other enrichment products and services, and other appropriate items to extend the learning experience like fieldtrips, ~~educational travel~~ and related educational conferences/workshops. ~~Limit on educational travel: A student may only use instructional funds to sign up for one educational travel experience per school year. Up to \$965 of students Instructional Funds can be applied to their educational travel experience. Any deposits required to hold a student's spot on an educational travel tour cannot be paid using instructional funds. Educational content is all that can be covered by instructional funds. Travel costs such as transportation, food and lodging cannot be paid using instructional funds. Parents or guardians planning to travel with their student must pay 100% of their travel and tour costs. Up to \$350 a year may be requested to be used on parent trainings or workshops that directly support students learning.~~ All use of funds must be approved by the student's credentialed teacher consistent with Granite Mountain Charter School's policies and procedures.

**3. Clarify When Funds Can Be Used:** Instructional Funds are only available in the months that school is in session. Requests for the month of July may be processed as long as past year's funding is used in order to enhance and expand innovative learning opportunities helping to minimize the effects of learning loss typically seen come fall. ~~may be used when students are in session or when they are not in session. For example, Students may extend their learning by taking a class on an evening or Saturday outside of the regular instructional day. Furthermore, since Granite Mountain Charter School considers the Instructional Funds as encumbered to support the specific student consistent with policies and procedures, students are able to utilize these instructional funds during the traditional "summer months" and throughout their time at Granite Mountain Charter School in order to enhance and expand innovative learning opportunities helping to minimize the effects of learning loss typically seen come fall.~~ Consistent with the practices of many non-charter districts supporting student learning or remediation during times when school is not in session, is an acceptable use of funds for students. ~~Funds can be transferred between siblings enrolled at Granite Mountain Charter School and co-used with administrative approval.~~

**4. Identify Non-Consumable Category Groups:** All items in the following categories are considered non-consumable and must be returned as school property:

- i. Technology, Electronics, and Media (CDs/DVDs)
- ii. Textbooks and Teacher Manuals
- iii. Science Equipment
- iv. Musical Equipment
- v. Games and Puzzles

**5. Authorize Establishment of Mobile Lending Libraries Library:** As a general benefit to ALL Granite Mountain Charter School families, non-consumables other than technology that are returned will be available for borrowing in our ~~newly established Mobile Lending Libraries-Library to be located within our current offices.~~



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## Policy Confirming Restriction on the Provision of Funds or Other Thing of Value to Students, Parents or Guardians

### POLICY STATEMENT

It is the policy of Granite Mountain Charter School that Granite Mountain Charter School shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. Granite Mountain Charter School does not and shall not provide, for example, “sign up bonuses” to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with Granite Mountain Charter School in order to obtain funds or thing of value from Granite Mountain Charter School. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with Granite Mountain Charter School for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in Granite Mountain Charter School, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student’s education at Granite Mountain Charter School, resulting in the individual’s receipt of funds or thing of value from Granite Mountain Charter School.

### PROCEDURES

~~The prior approval of the Senior Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:~~

- ~~1. Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.~~
- ~~2. Any proposed incentive to be offered to students or parents.~~

~~In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Senior Director or his or her designee.~~

Approved by the Granite Mountain Charter School Board of Directors on June 8, 2019.  
Revised: July 9<sup>th</sup>, 2020



## Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel

### POLICY STATEMENT

It is the policy of Granite Mountain Charter School that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of Granite Mountain Charter School.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of Granite Mountain Charter School if any of the following apply:

1. It involves the use of Granite Mountain Charter School time, facilities, equipment, supplies, or the officer's or employee's position or influence with Granite Mountain Charter School, for private gain or advantage.
2. It involves receipt or acceptance by the officer ~~of~~ or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with Granite Mountain Charter School.
3. It involves the performance of an act as part of the outside activity that involves services performed for Granite Mountain Charter School.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raises any ethical or conflict of interest concerns, or creates any conditions that impacts the officer's or employee's job performance.
5. It involves a contract made by the officer or employee in his or her official capacity in which he or she has a financial interest.

Officers and employees may not use Granite Mountain Charter School's name, logo, supplies, equipment or other property in connection with any outside activities. ~~Officers and employees may not recommend or otherwise favor any vendors operated by or employing their family members.~~

### PROCEDURE

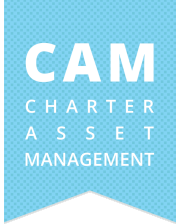
In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of Granite Mountain Charter School, the officer or employee shall obtain a written determination of the ~~Senior Director~~ Executive Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.



Approved by the Granite Mountain Charter School Board of Directors on June 8, 2019.  
Revised: July 9<sup>th</sup>, 2020



# For Granite Mountain Charter School's Consideration



## CAM FACTORING PROPOSAL

---

July 6, 2020

Ms. Brook MacMillan  
Ms. Jessica Ronquillo  
Granite Mountain Charter School  
8560 Aliento Road, Lucerne Valley, CA 92356

Dear Ms. Brook MacMillan & Ms. Jessica Ronquillo,

**Charter Asset Management Fund, L.P.** (“Purchaser”) appreciates this opportunity to begin our relationship with Granite Mountain Charter School (“Seller”). We would like to propose the following terms and conditions for the factoring transaction under discussion. Please note that this letter is not intended to constitute a commitment to factor on the part of the Purchaser, but to summarize for discussion purposes the working capital accommodation that we are interested in considering. Notwithstanding the foregoing, the terms under the heading “Confidentiality” as set forth below in this letter shall constitute a binding and legally enforceable agreement between the parties.

**Factoring** is a common financing transaction used in many industries where future revenues, in this case, state-aid receivables, are purchased at a discount to advance capital for use in the present. In other words, CAM will provide capital to your charter school now by purchasing a portion of the state-aid due to your school in the future.

**Purchaser** Charter Asset Management Fund, L.P.

**Seller** Granite Mountain Charter School

**Funding Options**

Option	School	Total Funding	Total Cost	Proposed Annualized Rate
1	GMCS	\$4,500,000.00	\$75,314.53	4.90%
2	GMCS	\$5,000,000.00	\$83,451.70	4.90%

**Funding Date** July 23, 2020

**Repayment Schedule** Pursuant to Repayment Schedule Below

**Offer Expiration** July 15, 2020

## Receivables Schedule

### Option 1

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid. CDS# 36-75051-0139188	\$2,275,314.53	-	1.44%	\$32,764.53	-\$2,242,550.00
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Nov PMT - LCFF State Aid. CDS# 36-75051-0139188	\$2,300,000.00	-	1.85%	\$42,550.00	-\$2,257,450.00
<b>Total</b>		<b>\$4,575,314.53</b>	<b>-</b>		<b>\$75,314.53</b>	<b>-\$4,500,000.00</b>

### Option 2

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid. CDS# 36-75051-0139188	\$2,583,451.70	-	1.44%	\$37,201.70	-\$2,546,250.00
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Nov PMT - LCFF State Aid. CDS# 36-75051-0139188	\$2,500,000.00	-	1.85%	\$46,250.00	-\$2,453,750.00
<b>Total</b>		<b>\$5,083,451.70</b>	<b>-</b>		<b>\$83,451.70</b>	<b>-\$5,000,000.00</b>

## Repayment Schedule

### Option 1

Account Receivable	Repayment Date
FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid. CDS# 36-75051-0139188	*Circa early November 2020
FY 20-21 Advance Apportionment Nov PMT - LCFF State Aid. CDS# 36-75051-0139188	*Circa early December 2020

### Option 2

Account Receivable	Repayment Date
FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid. CDS# 36-75051-0139188	*Circa early November 2020
FY 20-21 Advance Apportionment Nov PMT - LCFF State Aid. CDS# 36-75051-0139188	*Circa early December 2020

\*Disbursement timing for federal, state, county, and local state aid can vary. Account receivables sold to CAM are due when disbursed.

Thank you for choosing to fund with Charter Asset Management.

This proposal letter is provided solely for the purpose described herein and may not be disclosed to or relied upon by any other party without the Purchaser's prior written consent. This proposal is intended to form the basis for a discussion of a working capital accommodation, and further negotiations adding to or modifying the general scope of the major terms shall not be precluded by the issuance of this Proposal Letter. This proposal is confidential and proprietary for the sole purpose of discussions between the parties hereunder.

Purchaser reserves the right to issue press releases, advertisements, and other promotional materials describing any successful outcome of services provided on your behalf. The Seller agrees that Purchaser shall have the right to identify the Borrower by name in those materials.

Whether or not the transaction contemplated herein is consummated, by your acceptance hereof: (a) you agree to bear all reasonable out-of-pocket expenses of Purchaser and all fees and disbursements of Purchaser's counsel (including the allocated costs of inside counsel) relating to the preparation of this letter and of the proposed financing documentation and to the transaction contemplated hereby and thereby, if applicable, and (b) you agree to indemnify Purchaser, its affiliates, and their respective directors, officers and employees and to defend and hold Purchaser, its affiliates and such other persons harmless from and against all losses, claims, damages, liabilities and expenses (including expenses of litigation or preparation thereof) which Purchaser or any such affiliates or such other persons in connection with or arising out of the matters referred to herein, except for damages resulting from the gross negligence or willful misconduct of the Lender.

## CAM FACTORING PROPOSAL SUPPLEMENTAL SLIDE

### Annualized Rates & Assumptions

#### Option 1

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount (1)	Amount Funded	Est. Due Date	Funding Date	Factoring Days (2)	Annualized Rate = (1) x 360 / (2)
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid; CDS# 36-75051-0139188	\$2,275,314.53	-	1.44%	\$32,764.53	-\$2,242,550.00	11/5/20	7/23/20	105	4.90%
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Nov PMT - LCFF State Aid; CDS# 36-75051-0139188	\$2,300,000.00	-	1.85%	\$42,550.00	-\$2,257,450.00	12/5/20	7/23/20	135	4.90%
<b>Total</b>		<b>\$4,575,314.53</b>	<b>-</b>		<b>\$75,314.53</b>	<b>-\$4,500,000.00</b>				<b>4.90%</b>

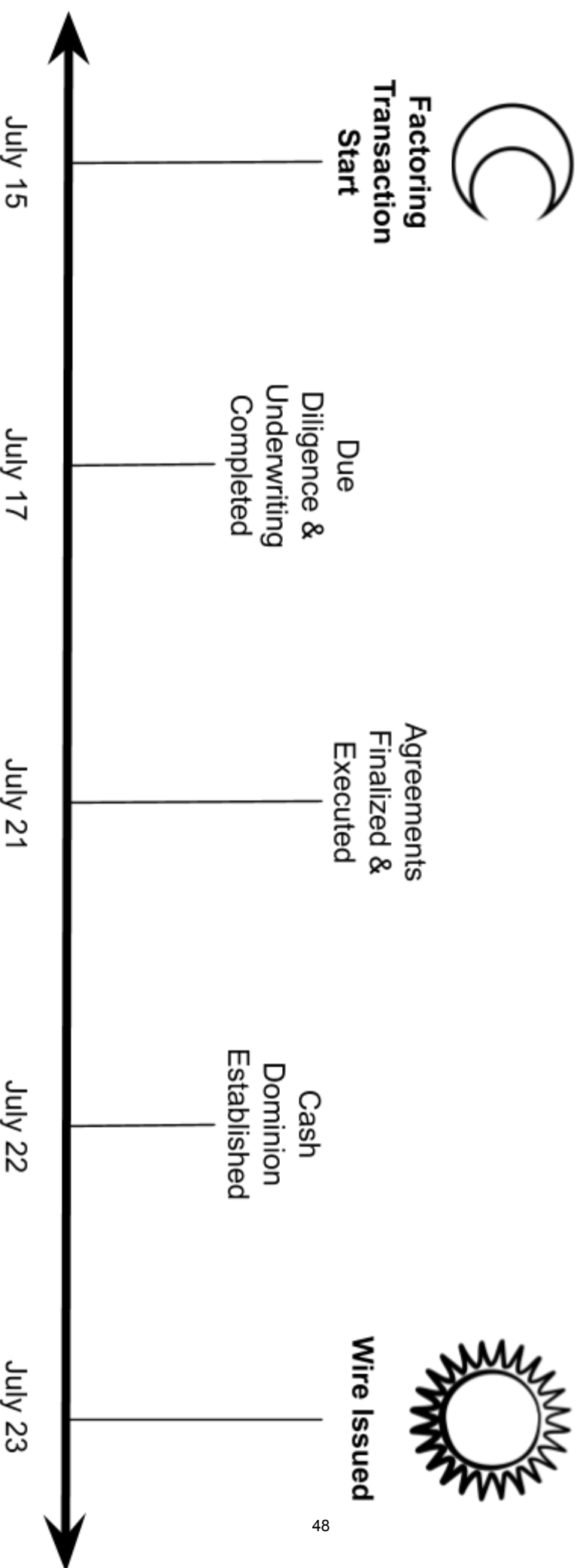
$$\text{Annualized Rate} = \frac{\text{Discount (\%)} * 360}{\text{Factoring Days}}$$

## Option 2

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount (1)	Amount Funded	Est. Due Date	Funding Date	Factoring Days (2)	Annualized Rate = (1) x 360 / (2)
San Bernardino County Superintendent of Schools	FY 20-21 Advance Apportionment Oct PMT - LCFF State Aid: CDS# 36-75051-0139188	\$2,583,451.70	-	1.44%	\$37,201.70	-\$2,546,250.00	11/5/20	7/23/20	105	4.90%
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<b>Total</b>		<b>\$5,083,451.70</b>	<b>-</b>		<b>\$83,451.70</b>	<b>-\$5,000,000.00</b>				<b>4.90%</b>

$$\text{Annualized Rate} = \frac{\text{Discount (\%)} * 360}{\text{Factoring Days}}$$

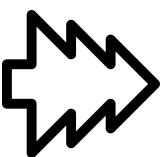
# Granite Mountain Charter School Funding Timeline





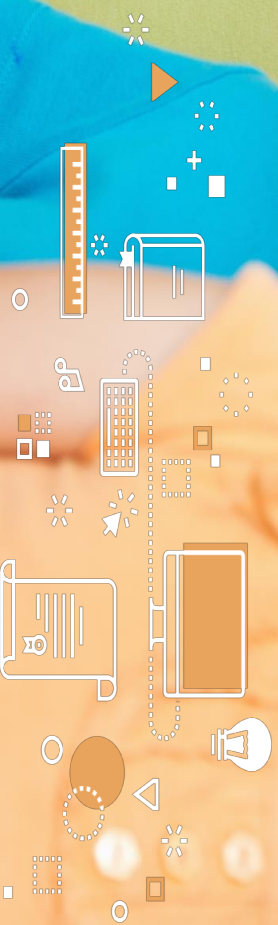


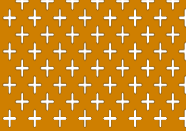
Q&A



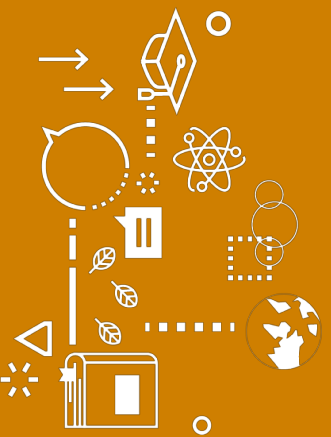
# Charter School Capital + Granite Mountain Charter School

July 8, 2020





# AGENDA



2  
Copyright © 2018 Charter School Capital, Inc. All Rights Reserved.

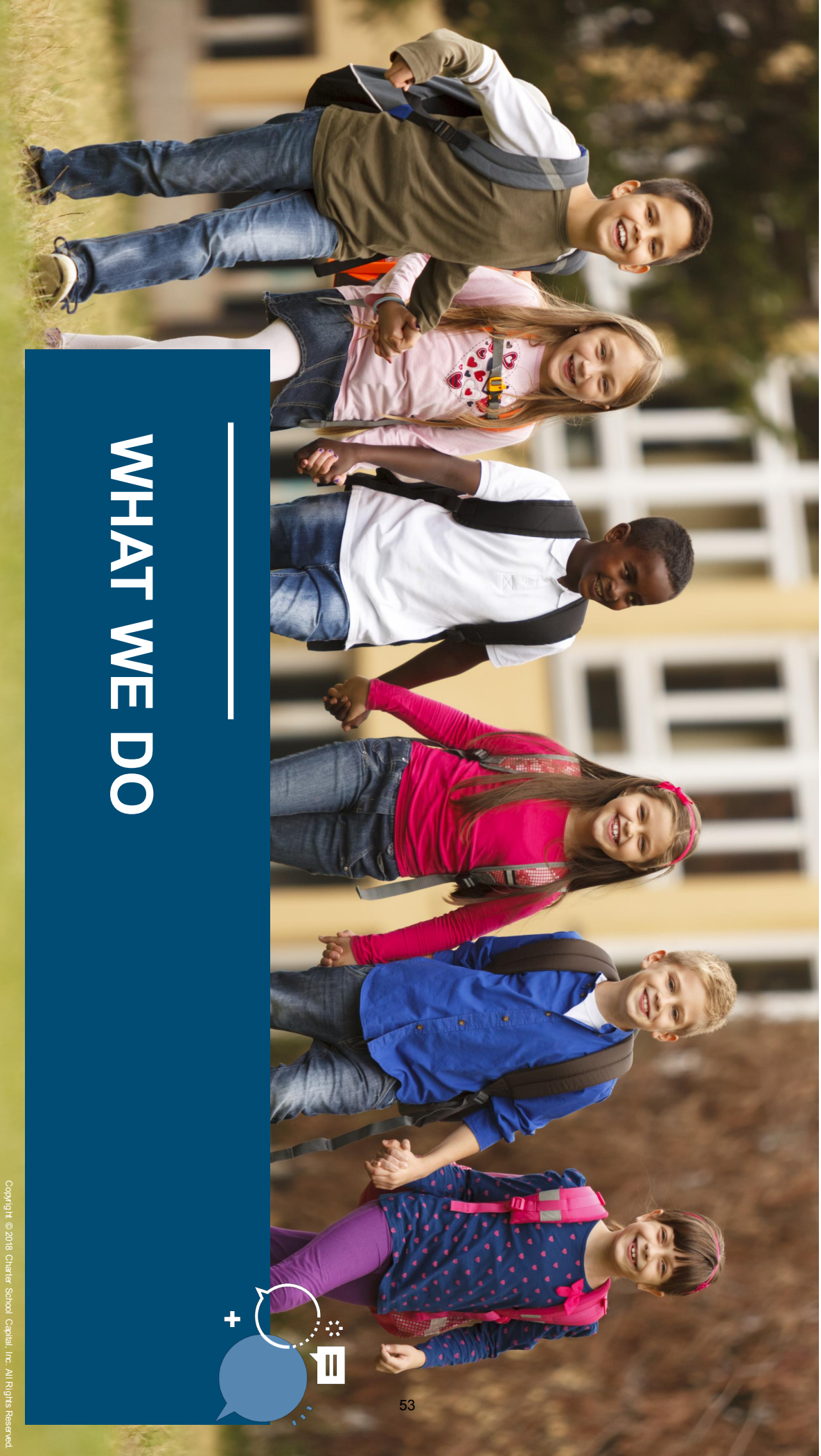
- Who we are
- What we do
  - Working Capital
  - Facilities Financing
  - Enrollment Marketing
  - Charter School Energy
  - Business Services
- Client feedback



## COMPANY OVERVIEW

- We are a specialty finance company focused on financial, business and facilities support for charter schools
- In the past 13 years, we have:
  - Served more than **1,250,000** students and their families
  - Supported more than **700** charter schools
  - Invested **\$2B** in helping charter schools better serve their communities
- Facilities financing arm supports charter leaders with long-term leases
  - **41** schools across the country
  - Tenant improvements and energy services
- More than 45 employees headquartered in Portland, OR
- Stellar track record with schools and investors





# WHAT WE DO



# WORKING CAPITAL

Our receivable sales product is a reliable and flexible process that provides access to capital for operations, facilities, programmatic expenses, or other obligations.

To date, we've invested more than \$1.6 billion in more than 700 schools and supporting the education of more than 800,000 students.



## Working capital can be accessed to:

- Build an athletic program
- Pay for buses or other transportation
- Implement safety and security systems
- Provide new technology in the classroom
- Train and hire staff
- Purchase new computers
- Open a new school
- To address budget shortfalls and delays
- RAN Takeout
- Financial Safety Net for schools in these uncertain times



Trustpilot Review

### LOVE THE STAFF!

Love the staff, service, friendliness, partnership, and commitment from Charter School Capital. Highly recommend!

DAWN WILSON  
OLIVE GROVE CHARTER SCHOOL



Trustpilot Review

Very professional staff and driven by helping school accomplish their goals. They approach the working relationship as a partnership for success.

FRANK YANEZ  
PAINTED DESERT MONTESSORI



Trustpilot Review

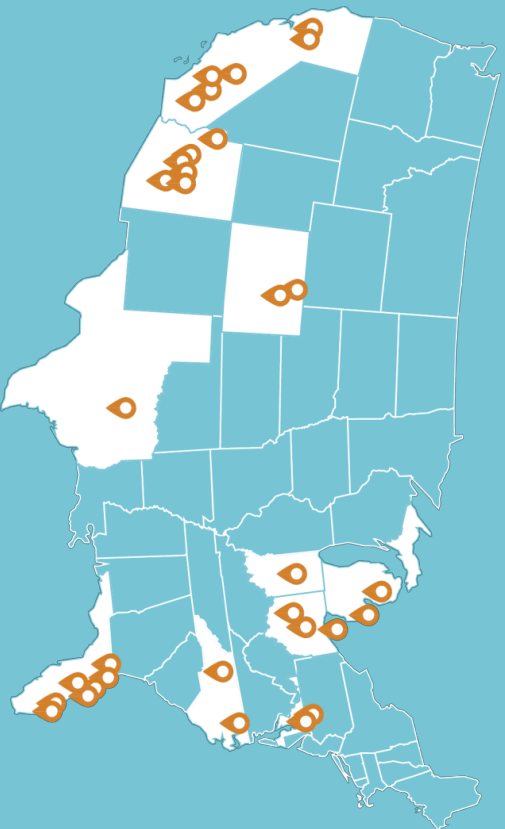
The team at Charter School Capital is excellent, always helpful, and provide professional assistance and immediate follow up to emails or calls. Great people.

MAUREEN BUSINGER  
OAKMONT EDUCATION

# FACILITIES

Our facilities financing product is based on acquiring charter school real estate supporting development and/or making facility upgrades.

We've invested \$350 million to support a portfolio of 41 charter school facilities in 10 states.



## Why long-term lease financing?

- You can finance 100% of project costs
- You can retain control of your facility
- You can plan on long-term affordability
- You can enhance your existing building or finance new construction
- Your lease can be customized to your school's model – whether blended learning, traditional, etc.
- Tenant improvements can be financed in your lease
- Can be used as take-out financing for an existing bond or potential bridge to bond financing



Charter schools could save up to 20% on monthly lease costs by financing through Charter School Capital





# CHARTER SCHOOL ENERGY

Partnering with BioStar Renewables, we retrofit aging school energy systems with new, efficient systems; reducing utility expenses through upgraded electrical components (e.g. LED lights, HVAC systems, and electrical controls).



## THE DETAILS

### IMPROVE EDUCATIONAL ENVIRONMENT

- Custom lighting designs
- Smart lighting and controls
- Solar/safety window film

### REDUCE COSTS AND ENVIRONMENTAL IMPACT

- Reduced energy costs
- Reduction in maintenance expenses
- Leasing and financing options available
- Charter School Capital finances the project cost, with repayment covered by the school's monthly energy savings.



If any of your schools have fluorescent fixtures with more than two bulbs, they probably need an energy upgrade.

# BUSINESS SERVICES: EXCLUSIVELY FOR OUR CLIENTS



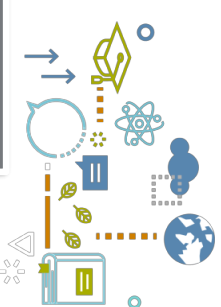
## THE DETAILS

- Recognized nationally for interim executive leadership and operational support
- Financial services include:
  - Budget analysis
  - Cash flow planning
  - AP/vendor management
- Capacity building
- Governance training
- Authorizer support and relationship building
- Operational systems and internal controls
- Systems and operational reviews



These are services included in ongoing working capital and facilities client relationships.

# TRUSTED BY CHARTER SCHOOL LEADERS



“Charter School Capital has unbelievable integrity. Their commitment to the industry of charter schools is unsurpassed.”

FRANK STUCKI, PALADIN ACADEMY

“Charter School Capital has allowed us to work with a product that is flexible in terms of the amount and the timing so we can focus on our students.”

RICARDO MIRALES, ACADEMIA AVANCE

“They’ve come through for us when we needed it the most and have done things that other financial institutions have not been able to do.”

PAUL OKATEYE, NEW DESIGNS  
CHARTER SCHOOLS

“We’ve served another 2000 students in the last two years because of the availability of cash flow financing with Charter School Capital.”

SKIP HANSEN, LEARN4LIFE

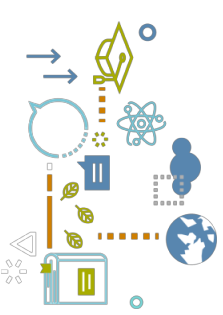
“We couldn’t have even looked at a building like this without them. They were responsive, communicative, and very much about the kids.”

FREDDY MENDOZA, ARIZONA COLLEGE  
PREP ACADEMY

“It’s a big relief to know that, with Charter School Capital, our organization can stand alone. You don’t get that feeling with a bank.”

DR. KRIS SIPPEL, SANTAN LEARNING  
CENTER





# CSC PRICING PROPOSAL: SAMPLE NUMBERS

School	Total Funding	\$TD Cost	Donation To School	Total Net Cost to School	Proposed Effective Rate
Granite Mountain Charter School	\$5,000,000	\$133,333	\$-66,667	\$66,667	7.99% base, with 50% donation remainder of year
Granite Mountain Charter School	\$4,000,000	\$106,667	\$-53,333	\$53,333	7.99% base, with 50% donation remainder of year
Granite Mountain Charter School	\$6,000,000	\$200,000	\$-100,000	\$100,000	7.99% base, with 50% donation remainder of year

Proposed estimate comp.

October, November LCFF

October, November & December LCFF



**Tricia Blum**  
Vice President of Business Consulting  
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**Matt Percin**  
Manager of Financial Analysis/Risk  
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**Shausta Eckland**  
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(971) 277-8618



**Amy Colie**  
Paralegal Manager  
acolie@charterschoolcapital.org  
(503) 804-6725





Thank you!



**FIXED TERM EMPLOYMENT AGREEMENT  
BETWEEN  
GRANITE MOUNTAIN CHARTER SCHOOL &  
BROOK MACMILLAN, EXECUTIVE DIRECTOR**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Granite Mountain Charter School. The Board desires to hire employees who will assist Granite Mountain Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Granite Mountain Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting Granite Mountain Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Granite Mountain Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The charter schools has been established and operate pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Granite Mountain Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Granite Mountain Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Granite Mountain Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Granite Mountain Charter School, and the employee signing below expressly recognizes that he/she is being employed by Granite Mountain Charter School and not the District.
3. Pursuant to Education Code section 47610, Granite Mountain Charter School must comply with all of the provisions set forth in their charters, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Granite Mountain Charter School shall be deemed the exclusive public school employer of the employees at Granite Mountain Charter School for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

Employee will perform such duties as Granite Mountain Charter School may reasonably assign and Employee will abide by all School policies and procedures as adopted and amended from time to time.



2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Granite Mountain Charter School hereby employs Employee for the term of the charter, commencing on or after **July 1, 2020** and ending **June 30, 2021**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. **Executive Directors are expected to work 230 days a year.**

Granite Mountain Charter School shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the contract term. Specific programs will have specific needs. Any question should be directed to the immediate supervisor.

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

3. **Compensation**

Employee will receive a salary schedule indicating yearly salary no later than June 15<sup>th</sup> of each school year to be paid semi-monthly (twice a month) from which the Board shall withhold all statutory and other authorized deductions. (Additional column increases earned during the year will be documented on a supplementary salary schedule approved by the Board of Directors of Granite Mountain Charter School at which the employee is affiliated for any given school year.) Granite Mountain Charter School shall have the right to assign up to two (2) flex students (unpaid) at any time. The board 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 positive performance. The salary schedule is based on what the board will deem to be reasonable targets. Salary changes will only be permitted at the end of the 1<sup>st</sup> three fiscal quarters – namely September 30<sup>th</sup>, December 31<sup>st</sup>, and March 30<sup>th</sup>. **Base salary for 2020-2021 is \$150,000 (Admin, Year 2) with a roster of three (3) students.**

4. **Employee Benefits**

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

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor in accordance with the Granite Mountain Charter School evaluation policy.

Failure to evaluate Employee shall not prevent Granite Mountain Charter School from disciplining or dismissing Employee in accordance with this Agreement.

**6. Employee Rights**

Employment rights and benefits for employment at Granite Mountain Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Granite Mountain Charter School's Personnel Handbook, which from time to time may be amended and modified. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Granite Mountain Charter School.

**7. Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

**8. Child Abuse and Neglect Reporting**

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

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

**9. Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

**10. Conflicts of Interest**

Employee understands that, while employed by Granite Mountain Charter 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 agency or school that will in any way conflict with his/her employment with Granite Mountain Charter School.

**11. Outside Professional Activities**

The outside professional activities including consulting, speaking, and writing shall

not occur during regular work hours. Granite Mountain Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**12. School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;
- c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

**C. TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration or Board may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee his/her salary for fifteen (15) calendar days after termination occurs.
2. **Revocation/Nonrenewal of Charter:** In the event that Granite Mountain Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter,

and without the need for the process outlined in Section b above.

3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

D. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. **GENERAL PROVISIONS**

1. **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.

2. **Assignment**

The rights and obligations of the respective parties under the 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.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. **ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Granite Mountain Charter School on the terms specified herein.
2. All information I have provided to Granite Mountain Charter School related to my employment is true and accurate.

3. This is the entire agreement between Granite Mountain Charter School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

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

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

Telephone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Granite Mountain Charter School Approval:

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

\_\_\_\_\_  
Board President, Granite Mountain Charter School