



Regular Meeting of the Board of Directors – called by Board Chair Mr. Purcetti

Agenda

Juan Bautista de Anza Charter School

September 9, 2017 – 12:00 PM

Teleconference Meeting Locations:

583 Palm Canyon, Suite A
Borrego Springs, CA 92004

460 Sandpiper Way
Chula Vista, CA 91910

Teleconference Dial In Number:

1-605-475-6333

Access Code:

176178

Board Members

Todd Engstrand, CFO
Dr. Barbara Coates, Clerk
Dante Puccetti, CEO

OPEN SESSION

1. Call to Order
2. Roll Call/Attendance
3. Public Comment: for Individuals Who Wish to Address the Board of Directors
4. Approval of Agenda

5. Consent Agenda:

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

5.1. Approve Minutes of September 2, 2017 Board of Directors Meeting.

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –

6. Information Items:

6.1 Principal Update – School status after first two weeks of school : Adam Giarrusso

7. Action Items

7.1. The Board will review and possibly approve the job description for new position “Teacher Assistant.”

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –

7.2. The Board will review and possibly approve the job description for new position “Executive Director.”

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –

7.3. Board CEO will consider and possibly appoint a committee for recruitment of the position of “Executive Director.”

7.4. Board CEO will consider and possibly appoint a committee for solicitation of new members to the Board of Directors.

7.5. The Board will review and possibly approve an at-will appointment to the position of the approved position of “Educational Coordinator” to Mr. Robert Long at an annual salary of \$54,880, annual stipend of \$2,000, and annual benefits of \$6,606.96.

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –

7.6. The Board will review and possibly approve an at-will appointment to the position of the approved position of “Teacher Assistant” to Ms. Mayra Gopar at an annual salary of \$13,900.

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –

7.7. The Board will review and possibly approve adoption of horse(s) from Smoketree Arabian Ranch.

Motion:

Second:

Role Call Vote:

Dante –

Todd –

Barbara –



Executive Director Position Description

Charter School: Juan Bautista de Anza

Location: Borrego Springs and Salton City, CA

Position Reports to: Board of Directors

Position Summary

The Executive Director (Director) will be the leader of the school. The Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Director must report directly to the Charter School Board of Directors, and s/he is responsible for the orderly operation of the school and the supervision of all employees in the Charter School.

The Board of Directors intends to hire a Director who is responsible for administering the school in all of the aspects of its day to day operations, working with the Charter School Board of Directors, the District, students, parents, and community members and the other governing bodies specified by local and state law.

Essential Duties and Responsibilities

The Director's duties shall include, but are not limited to, the following:

- Provide instructional leadership to the Charter School
- Attend meetings at the District as requested by the District and stay in direct contact with the District to assist the District in its oversight duties;
- Supervise all employees of the Charter School; make recommendations to the Board of Directors regarding the hiring of all Charter school employees;
- Provide performance evaluations of all Charter School employees at least once annually;
- Prepare proposals of policies for adoption by the Board of Directors;
- Provide comments and recommendations regarding policies presented by others to the Board;
- Advise the Board and make written recommendations to the Board on programs, policies, budget and other school matters;



- Communicate with the Charter School's legal counsel;
- Stay abreast of school laws and regulations;
- Participate in the dispute resolution procedure and the complaint procedure when necessary;
- Approve applications for grants;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues periodically upon request;
- Provide all legally required financial reports to the District;
- Develop and administer the budget as approved by the Board in accordance with generally accepted accounting principles;
- Present quarterly financial reports to the Board of Directors;
- Provide assistance and coordination in the implementation of curriculum;
- Oversee parent/student/teacher relations;
- Attend IEP meetings as required by law;
- Oversee student disciplinary matters;
- Coordinate the administration of Standardized Testing;
- Plan and coordinate student orientation;
- Attend all Charter School Board meetings and attend as necessary District Board meetings;
- Site safety;
- Foster an amicable relationship between District and the Charter School and facilitate a sharing of resources between both entities;
- Establish a Communication Model to facilitate communication among all the groups within the Charter School, between the Charter School and the District, and between the Charter School and the community at large;



- Graduations;
- Develop the Charter School annual performance report and SARC;
- Present performance report to the Charter School Board and, upon review by the Charter School Board, present report to the District Board and the District Superintendent; and
- Facilitate open house events.

The above duties may be delegated or contracted as approved by the Board to another employee of the Charter School or to an appropriate third party provider as allowed by applicable law.

Education and Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

The Charter School's Director will be the instructional leader at the school and will be responsible for helping the Charter School and students achieve the outcomes outlined in this charter petition. The Director will have the following qualifications:

Required knowledge, skills, and abilities:

- Understanding of implementing online educational model
- Understanding of California independent study laws
- Demonstrated experience in the evaluation of employees
- Ability to form partnerships on behalf of Charter School
- Knowledge of research supporting curriculum design
- Ability to manage professional development program
- Openness to managing a complex educational program
- Knowledge of school management

Required educational level:

- Master's Degree Required
- Administrative Services Credential Required

Required experience:

- 3 plus years teaching and 3 years administrative experience



- Experience in performance assessment
- Experience in school management
- State and federal fingerprint clearance to work with children (Ed. Code 44237). **No prospective employee can report to work without this clearance being received and notifying the immediate supervisor of this clearance.**
- Proof of a clear TB Tine test dated within the last 12 months (Ed. Code 49406)
- 1-9 Proof of American citizenship form with a copy of driver's license and social security card or copy of passport.
- Child abuse reporting information and signed form indicating that the contents have been read and understood.
- W-4 Income tax form completed
- A signed Employment Agreement or Independent Contractor's Contract addressing the legal and insurance requirements for contractors must be in place prior to work commencing
- Emergency Contact form
- All relevant employee Handbook Acknowledgments
- Completed Certificated Employment Application

8. Adjournment

This body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. It is the practice of the JBdA Board of Directors to limit public testimony to 5 minutes.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by Juan Bautista de Anza Charter School, 2101 S. Marina Dr., Suite 4, Salton City, CA, 92274, Telephone, (760) 767-5850



Educational Coordinator Position Description

Charter School: Juan Bautista de Anza

Location: Borrego Springs or Salton City, CA

Position Reports to: Executive Director and Principal

Position Summary

The role of the Educational Coordinator (EC) is to provide support to students who choose to work at their own pace in an online independent study environment. The EC is responsible for accountability, guidance and oversight of the student's educational program.

Essential Duties and Responsibilities

- Required to read and follow policy and procedures as outlined in the Personnel, Educational Coordinator, and Student/Parent Handbooks.
- Provide student and parents with attendance forms with all relative information filled in and provide assistance in how to record daily learning
- Conduct research necessary to answer questions the family may have regarding their child's educational program
- Confer with the student and parent a minimum of every 10 school days
- Complete learning records, attendance records, and collect portfolio samples on a minimum of a monthly basis.
- Be available during regularly scheduled hours to answer a family's questions, via phone, email or online chat, as they arise. ECs are expected to return calls and emails ***within 48 hours except on holidays and weekends***
- Facilitate testing and assessment
- Keep current with school policy and procedures and notify students and families of any changes that affect them
- Use computer technology as a method of data entry and communication. Check and respond to email on a daily basis.
- Participate in any necessary training and keep credential current
- Attend via phone or at the Resource Center any IEP meetings of students whom they teach or supervise.
- Verify attendance of students.
- Submit all paperwork in a professional and timely manner.
- Instructional duties as required by the school including the use of webcams.
- Plan instructional field trips based on online curriculum.



- Attend when possible all required events and activities which may include, but are not limited to:
 - **Scheduled Trainings**
 - **Monthly Staff meetings**
 - **Field Trips**
 - **Horse Wisdom classes**
 - **Graduation**
 - **Other as requested**

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- A valid, current, and appropriate California State Teaching Credential for teaching staff A Copy of Teaching Credential to be provided and kept current.
- State and federal fingerprint clearance to work with children (Ed. Code 44237). **No prospective employee can report to work without this clearance being received and the Director of Human Resources notifying the immediate supervisor of this clearance.**
- Proof of a clear TB Tine test dated within the last 12 months (Ed. Code 49406)
- 1-9 Proof of American citizenship form with a copy of driver's license and social security card or copy of passport.
- Child abuse reporting information and signed form indicating that the contents have been read and understood.
- W-4 Income tax form completed
- A signed Employment Agreement or Independent Contractor's Contract addressing the legal and insurance requirements for contractors must be in place prior to work commencing
- Emergency Contact form
- All relevant employee Handbook Acknowledgments
- Completed Certificated Employment Application



Education, Experience, Knowledge and Skills

Candidate must have at least a Bachelor's Degree from an accredited college or university, a current state approved teacher certification, and a minimum of 3 years of successful classroom experience. Candidate will also be required to complete a background check and demonstrate a high degree of technology and computer skills. Finally, a candidate should possess a passion for education and be highly motivated toward self-discipline and quality work.

Technical

The Online EC should have a solid understanding of Microsoft Windows and Microsoft Office Products including Word, Excel, and Outlook. Additional knowledge of Internet coding and web design software such as Macromedia is recommended.

General

- Team Player
- Love of learning - a lifelong learner
- Ability to transmit their passion for learning to students and families
- Flexibility and adaptability
- Well developed, clear communication and interpersonal skills
- Conflict resolution skills
- Strong organizational skills
- Open to differing views and objectives
- Computer literacy
- Solid and diverse knowledge of curriculum and educational resources
- Ability to develop creative educational projects and units
- Ability to make and/or participate in presentations about online teaching and learning
- Knowledge and understanding of how to use Learning Styles to individualize instructions

AT-WILL EMPLOYMENT AGREEMENT

Between

JUAN BAUTISTA DE ANZA CHARTER SCHOOL

And

Robert Long, Educational Coordinator

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Juan Bautista de Anza Charter School ("Charter School"), a California public charter school approved by the Borrego Springs Unified School District ("District"). The Board desires to hire employees who will assist the Charter School's Director in achieving the goals and meeting the requirements of the Charter School's charter. The parties recognize that 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 Charter School in implementing its purposes, policies, and procedures.

WHEREAS, the 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 School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *and et seq.* The 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, the 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, the 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 the Charter School, and the employee signing below expressly recognizes that he/she is being employed by the Charter School and not the District.
3. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. The Charter School shall be deemed the exclusive public school employer of the employees at the Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee will perform such duties as the Charter School may reasonably assign and Employee will abide by all School's policies and procedures as adopted and amended from time to time. Employee understands that he/she must create and maintain accurate records of pupils' participation with timely attendance reports for each student in independent study. Employee further agrees to abide by the provisions of the Charter School's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of the Charter School.

2. **Work Schedule**

Subject to the Section C herein, this is a full time position requiring at least 180 days of instruction and related activities with a minimum of seven (7) hours of work per day. In addition, Employee will be required to attend professional development trainings throughout the school calendar year, and to work either before and/or after the school day in order to handle administrative tasks, both of which may combine for a total of no more than ten (10) days. Therefore, and consistent with the at-will employment relationship, the total contracted days of work is a minimum of one hundred eighty days.

Workdays and schedule for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will report to a Charter School Resource Center daily for a minimum of 7.5 hours.

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 the Charter School.

3. **Compensation**

Experienced employees designated as Educational Coordinators will receive \$54,880 in compensation (initial:_____) paid monthly over a twelve-month period, starting August 21, 2017 from which the Board shall withhold all statutory and other authorized deductions.

4. **Employee Benefits**

The Charter School **shall** provide Employee with monthly stipend of \$550.58 over a twelve-month period for coverage of health benefit costs. In order to avoid Employee paying taxes on this amount, the payment will be made through the reimbursement process established by the School, upon submittal of appropriate documentation.

The Employee is eligible for five (5) paid sick/personal days during the school year. The sick/personal days are accrued at the rate of 0.5 days per month worked. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, in June. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Failure to evaluate Employee shall not prevent the Charter School from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at the Charter School shall only be as specified in this Employment Agreement, the Charter School's charter, the Charter Schools Act and the Charter School's Employment Handbook, which from time to time may be amended and modified by the Charter School. 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 the Charter School.

7. **Licensure**

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

8. **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 reimbursed for the cost of all fees related to the fingerprinting process by submitting appropriate documentation as required by the schools reimbursement policies. 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.

9. **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.

10. **Conflicts of Interest**

Employee understands that, while employed at the 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 the Charter School.

C. **EMPLOYMENT AT-WILL**

The Charter School may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at the Charter School's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of the Charter School. No one other than the Board of the Charter School has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the Charter School and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, the Charter School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with the Charter School's policy on Evaluation/Reviews.

D. **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 hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between the 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.

Employees Signature: _____

Address: _____

Telephone: _____

Social Security Number: _____

Charter School Approval:

Dated: _____

Dante Puccetti, Board CEO

This Employment Agreement is subject to ratification and approval by the Governing Board of Charter School.

AT-WILL EMPLOYMENT AGREEMENT

Between

JUAN BAUTISTA DE ANZA CHARTER SCHOOL

And

Mayra Gopar, Teacher Assistant

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Juan Bautista de Anza Charter School ("Charter School"), a California public charter school approved by the Borrego Springs Unified School District ("District"). The Board desires to hire employees who will assist the Charter School's Director in achieving the goals and meeting the requirements of the Charter School's charter. The parties recognize that 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 Charter School in implementing its purposes, policies, and procedures.

WHEREAS, the 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 School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *and et seq.* The 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, the 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, the 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 the Charter School, and the employee signing below expressly recognizes that he/she is being employed by the Charter School and not the District.
3. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. The Charter School shall be deemed the exclusive public school employer of the employees at the Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee will perform such duties as the Charter School may reasonably assign and Employee will abide by all School's policies and procedures as adopted and amended from time to time. Employee understands that he/she must create and maintain accurate records of pupils' participation with timely attendance reports for each student in independent study. Employee further agrees to abide by the provisions of the Charter School's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of the Charter School.

2. **Work Schedule**

Subject to the Section C herein, this is a full time position requiring at least 180 days of instruction and related activities with a minimum of seven (7) hours of work per day. In addition, Employee will be required to attend professional development trainings throughout the school calendar year, and to work either before and/or after the school day in order to handle administrative tasks, both of which may combine for a total of no more than ten (10) days. Therefore, and consistent with the at-will employment relationship, the total contracted days of work is a minimum of one hundred eighty days.

Workdays and schedule for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will report to a Charter School Resource Center daily for a minimum of 7.5 hours.

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 the Charter School.

3. **Compensation**

Experienced employees designated as Teacher Assitant will receive \$13,900 in compensation (initial:_____) paid monthly over a twelve- month period, starting August 21, 2017 from which the Board shall withhold all statutory and other authorized deductions.

4. **Employee Benefits**

The Charter School **shall** provide Employee with monthly stipend of \$0 over a twelve-month period for coverage of health benefit costs. In order to avoid Employee paying taxes on this amount, the payment will be made through the reimbursement process established by the School, upon submittal of appropriate documentation.

The Employee is eligible for five (5) paid sick/personal days during the school year. The sick/personal days are accrued at the rate of 0.5 days per month worked. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, in June. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Failure to evaluate Employee shall not prevent the Charter School from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at the Charter School shall only be as specified in this Employment Agreement, the Charter School's charter, the Charter Schools Act and the Charter School's Employment Handbook, which from time to time may be amended and modified by the Charter School. 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 the Charter School.

7. **Licensure**

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

8. **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 reimbursed for the cost of all fees related to the fingerprinting process by submitting appropriate documentation as required by the schools reimbursement policies. 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.

9. **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.

10. **Conflicts of Interest**

Employee understands that, while employed at the 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 the Charter School.

C. **EMPLOYMENT AT-WILL**

The Charter School may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at the Charter School's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of the Charter School. No one other than the Board of the Charter School has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the Charter School and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, the Charter School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with the Charter School's policy on Evaluation/Reviews.

D. **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 hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the Charter School on the terms specified herein.
2. All information I have provided to the Charter School related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between the 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.

Employees Signature: _____

Address: _____

Telephone: _____

Social Security Number: _____

Charter School Approval:

Dated: _____

Dante Puccetti, Board CEO

This Employment Agreement is subject to ratification and approval by the Governing Board of Charter School.

Smoketree Arabian Ranch

Adoption / Foster Application

First and Last Name : _____

Title (if applicable): _____

Employer or Company Name (if applicable) : _____

Address: _____

City and State : _____

Zip Code: _____

E-mail Address: _____

Daytime Phone No.: _____

DESCRIPTION OF THE HORSE/HORSES TO BE ADOPTED:

Do you currently own a horse: Yes or No. _____ If Yes, how many: _____

Describe how much and what kind of experience do you have with horses:

Describe type of shelter, pasture or fencing will be at your facility:

Indicate where horse(s) will be kept: Address or Boarding. _____

If Boarded, provide name of facility: _____

Address of Boarding facility: _____

Daytime Phone No. : _____

Indicate how many horses are on the property: ____ Indicate Number of Stallions ____

Indicate the intended use of the horse(s):

Indicate how often the horse will be fed: _____

Who is scheduled to feed when primary caretaker is unavailable:

If the horse(s) will be used for riding, list the names, ages, weight, and height of persons who will be riding the horse(s): _____

Provide name of Equine Veterinarian / Company: _____

Equine Veterinarian Phone No.: _____

Provide name of Farrier: _____

Farrier Phone No.: _____

Provide Reference 1 and Phone No.: _____

Provide Reference 2 and Phone No.: _____

Smoketree Arabian Ranch

302 Palm Canyon Drive

Borrego Springs, CA

(760) 525-7670

toddengstrand@hotmail.com

Smoketree Arabian Ranch

Adoption Agreement

Congratulations on your Adoption.

Smoketree Arabian Ranch and its successors would ask that if anything would ever happen from lameness, financial issues or whatever it maybe that may cause you to need to rehome one of the Smoketree Arabian Ranch horses, you must provide us the first right to have the horse(s) back. If it is mutually agreed upon by the parties of this agreement in writing that you may rehome as a training prospect, there MUST be a followed paper trail with that horse(s). The Smoketree Arabian Ranch MUST have contact information including the address and contact phone number in order to the follow the location and condition of the horse(s). Auction and slaughter of the horse(s) is prohibited.

By signature, you agree to the terms of this agreement. In the event that the Smoketree Arabian Ranch learns of the violation of any terms of this agreement, it has the right to take legal action to have the horse(s) returned.

Horse(s) Adopted: _____

Printed Name: _____

Company
Name: _____ Title: _____

—

Adopter Signature: _____ Date: _____

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