

AT WILL EMPLOYMENT AGREEMENT

This Agreement, effective July 1, 2018 and terminating June 30, 2019, is entered into by and between:

HeadsUp, San Rafael Public Education Foundation (“Employer”)
P.O. Box 150157, San Rafael, CA 94915

and

Micheline Moayed (“Employee”)
53 Vineyard Drive, San Rafael, CA 94901, 415.902.8841

and describes the terms and conditions under which said Employee is employed by the Employer.

1. Job title: Executive Director
2. The duties consist of those described in attached Job Description (See Exhibit A).
3. In return for performing the duties and responsibilities outlined in this Agreement, Employer agrees to pay Employee in accordance with the compensation schedule set forth below:

a. Base compensation: \$36,000, to be paid in 12 monthly stipends of \$3,000 each.

b. Possible incentive compensation:

A key objective for the Employer is to develop, implement and maintain a business sponsorship strategy. The goal is to increase business sponsor donations, including thorough oversight of business sponsor recognition. In order to encourage and accomplish this key objective, incentive compensation can be earned at the end of the fiscal year, June 30th, once the compensation plus driven costs of the Employee represents 10% or less of the revenues of the Employer. Accomplishment of these goals is based upon receipt of monies from the business sponsor program up and until the end of the fiscal year and includes direct support to HeadsUp plus the HeadsUp share of Schoolsrule donations directly solicited or obtained by the Employee:

<u>Business campaign revenues received</u>	<u>Compensation paid</u>
\$ 50,000	\$1,000
\$ 75,000	\$1,750
\$100,000	\$2,500
\$125,000	\$3,500
\$150,000	\$4,500
\$175,000	\$5,500
\$200,000	\$7,000

In no event shall this incentive compensation exceed \$10,000. The total compensation paid under this provision shall be determined at an annual performance review conducted by the President at the end of the academic year.

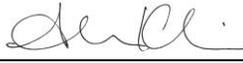
4. Employee will be supervised by the President of HeadsUp and the rest of the Executive Committee of HeadsUp, in collaboration with the Superintendent of San Rafael City Schools (“District”) when necessary.
5. Policies on working with children:
 - a. San Rafael City Schools (“District”) policy requires a criminal record clearance based upon a fingerprint check by the Department of Justice. Employee will comply with the procedures for obtaining fingerprints and understands that employment is contingent on the above clearance. The standards for clearance shall be the same as those that apply generally to public school teachers.
 - b. School policy requires clearance for tuberculosis for anyone having contact with children.
6. Employee hereby states that he/she has knowledge of the requirements for reporting known or suspected child abuse and will comply with those requirements.
7. Employers are required to ask for proof of authorization to legally work in the United States. Employee understands that his/her employment is contingent upon proof of this requirement.
8. Employment of Employee shall commence on July 1, 2018 and shall extend until June 30, 2019. This term is expressly subject to the provisions of Section 9 regarding termination without cause.
9. This Agreement may be terminated with or without just cause and with or without notice at any time by Employer or Employee. Employee acknowledges and agrees that he/she is an “at will” employee and that Employer may discharge Employee in Employer’s sole discretion. Employer does not operate on a “tenure” system; employees employed by the Employer do not acquire “permanent” employment status after a specified period of service, as is the case in traditional public school. Employee further acknowledges that Employee shall not at any time be deemed to possess a property interest in the position with the Employer for the purposes of determining employment status and rights upon termination. Employee understands that his/her employment is not for any definite period of time, regardless of whether wages are paid on a monthly, semi-monthly, or weekly basis. Employee has been given an opportunity to ask questions regarding Employer’s policies and Employee’s status as an at-will employee. No representative of the Employer has made any promises or other statements to Employee that would imply that Employee is employed under any other terms than stated in this Agreement. Employee acknowledges that Employee has had the opportunity to review the terms of this Agreement. Nothing in this document or any other document or statement shall limit the right to terminate employment at will.
10. Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties at the addresses first written above.

- 11. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12. No waiver or modification of this Agreement is valid unless made in writing and signed by both parties. Without limiting the generality of the foregoing, no term of this Agreement may be amended by oral agreement or representations.
- 13. In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will not be affected.
- 14. This Agreement sets forth the entire understanding between the parties concerning the employment of Employee.
- 15. In the event of a dispute, arbitration or litigation with respect to any of the terms of this Agreement or transaction contemplated by it, each party shall bear its own attorneys' fees and costs.
- 16. This Agreement is governed by and is to be construed in accordance with the laws of the State of California.
- 17. The District shall operate as the fiscal agent for Employer and shall be responsible as the legal agency for coordinating all business activities, including payroll processing, on behalf of Employer. The District shall be reimbursed by Employer for expenses paid out on behalf of Employer.
- 18. Indemnification: On behalf of Employer, the District shall defend and indemnify Employee in accordance with Government code sections 825 and 995. Those provisions require all public agencies in California to provide for the defense and indemnification of all public employees who are sued over acts or omissions that occur within the course and scope of employment.

WHEREFORE, the parties have executed this Agreement as of the date written above.

Employer:

HEADS UP, SAN RAFAEL PUBLIC EDUCATION FOUNDATION

By: 
Alicia Klein, President

District:
SAN RAFAEL CITY SCHOOLS

By: _____
Michael Watenpaugh, Ed D., Superintendent

Employee:

Micheline Moayed