

FRIENDS OF ALBERT EINSTEIN ACADEMIES

Board Member Agreement

This Board Member Agreement (the "Agreement"), is entered into by and between Friends of Albert Einstein Academies, (FOAEA) a non profit 501 (c) 3 california corporation and _____ ("Board Member"), as of _____, (the "Effective Date").

WHEREAS, FOAEA and the Board Member (the "Parties") acknowledge and understand that the Board Member may from time-to-time rendered services to FOAEA for the benefit of FOAEA; and

WHEREAS, FOAEA desires to retain the services of the Board Member as a volunteer, and the Board Member desires to be a volunteer for FOAEA and accept the benefits associated with being a board member (such as gaining valuable experience and being empowered to vote on important matters associated with FOAEA and its services), on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the respective undertakings of the Parties set forth below, the Parties agree as follows:

1. Volunteer Work.

- a. Duties. All work done by the Board Member is as a volunteer, and no compensation, including benefits, will be provided.
- b. Company's & Client's Proprietary Information. At all times during the term of the Board Member's service and thereafter, the Board Member will hold in strictest confidence and will neither disclose nor use any of FOAEA's or its Client's Proprietary Information (defined below), except as such disclosure or use may be required in connection with the Board Member's services for FOAEA, or unless an officer of FOAEA expressly authorizes such in writing. The term "Proprietary Information" includes information regarding processes and procedures, marketing, business plans, budgets, licenses, visas, prices and costs, financial records, general ledgers, balance sheets, profit and loss statements, accounting worksheets and notes, along with children, board members and parents information.
- c. Returning Company Property. The Board Member agrees that, at the time of leaving the service of FOAEA, the Board Member will deliver to FOAEA (and will not keep in the Board Member's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by the Board Member pursuant to the Board Member's service for FOAEA or otherwise belonging to FOAEA, its successors or assigns.
- d. Financial Responsibilities. If the Board Member has signature authority for transferring FOAEA's funds, then the Board Member agrees to use all such funds of FOAEA for the benefit of FOAEA. The Board Member also agrees to obtain prior approval from

FOAEA's Board of Directors for all costs and fees above \$1,000. Such prior approval may be obtained at one time for re-occurring payments such as employee salaries, facility's rent and the like. Such prior approval may be obtained at a Board Meeting with confirming minutes or via email messages from a majority of Board Members.

2. **Mandatory Mediation and Arbitration.** All disputes will be settled by mediation. Upon notice by either Party, a one-day mediation will be scheduled. The Parties will agree to a mediator who will conduct the mediation. In the event settlement is not achieved after the one-day mediation, the matter will be submitted to binding, non-appealable arbitration conducted by a single arbitrator in a process that is not to exceed two weeks. Venue for any such arbitration shall be in San Diego County, California.

3. **General**

- a. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with California law.
- b. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
- c. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any other prior or contemporaneous written or oral agreements as to any such matter. There are no oral or collateral agreements of any kind.

IN WITNESS WHEREOF, the Parties have executed this Board Member Agreement, as of the Effective Date set forth above.

BOARD MEMBER

Board Position

Signature

Name
