

FULL TIME FIXED TERM EMPLOYMENT AGREEMENT  
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THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board "Board" of \_\_\_\_\_ ("School") The Board desires to hire employees who will assist the School in achieving the goals and meeting the requirements of the school. The parties recognize that 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 School in implementing its purposes, policies, and procedures.

WHEREAS, \_\_\_\_\_ and Employee wish to enter into employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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

1. \_\_\_\_\_ has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* \_\_\_\_\_ has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, \_\_\_\_\_ 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, 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 School, and the employee signing below expressly recognizes that he/she is being employed by \_\_\_\_\_ and not the District.
3. Pursuant to Education Code section 47610, \_\_\_\_\_ 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. \_\_\_\_\_ shall be deemed the exclusive public school employer of the employees at \_\_\_\_\_ for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

1. Duties

Employee will perform such duties as School may reasonably assign as defined by the job description 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, School hereby employs Employee for the term of the school, commencing on or after July 1, 2022 and ending September 30, 2022. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. This is/ is not an MOU shared position, requiring an MOU agreement. School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

\_\_\_\_\_ are expected to work \_\_\_\_\_ days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch). 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 School. Employee will notify the school of any change of his or her residence.

3. Compensation

Employee will be paid semi-monthly (twice a month) across 12 months (24 pay periods) from which the School shall withhold all statutory and other authorized deductions. Any staff member hired after the school year start date for the position will have their salary prorated based upon the number of days left in the contracted work year and the number of pay periods. For the 2022-23 school year, the employee shall be placed on the \_\_\_\_\_ salary schedule at Step: \_\_\_\_\_ column: \_\_\_\_\_ with an annual salary of \_\_\_\_\_. In addition, The employee shall (or shall not receive a salary schedule stipend of \_\_\_\_\_ for a \_\_\_\_\_. Mark if this contract contains a prorated salary and salary schedule stipend amount for the current school year (Y/N). Prorated salary \_\_\_\_\_, prorated work days \_\_\_\_\_, \_\_\_\_\_ prorated salary schedule stipend. Number of pay periods left in the contracted year \_\_\_\_\_.

An Executive Director stipend of \$2100.00 per for the contract period is paid in 3 monthly installments (6 pay periods) to cover cell phone and auto assistance/mileage costs associated with the position.

4. Employee Benefits

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

5. Performance Evaluation

Employee shall receive performance reviews conducted by the Board in accordance with School's evaluation policy.

Failure to evaluate Employee shall not prevent the Board from disciplining or dismissing Employee in accordance with this Agreement.

6. Employee Rights

Employment rights and benefits for employment at shall only be as specified in this Employment Agreement, the Charter Schools Act and School's Personnel Handbook, which from time to time may be amended and modified by School, in School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with 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. Employee further agrees to timely participate in required mandated reporter training.

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 or risk thereof. Both clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the background check is not satisfactory, this job offer is withdrawn.

10. Conflicts of Interest

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

11. Outside Professional Activities

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of \_\_\_\_\_) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with School.

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 the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the 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 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 CauseThe School Administration 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 ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. Revocation/Nonrenewal of Charter: In the event that 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 C.1. 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.
4. Decline or Loss of Enrollment: In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. ( see C.1)

D. NON-RENEWAL/EXPIRATION OF TERM. The School 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  
on the terms specified herein.
  
2. All information I have provided to \_\_\_\_\_ related to my  
employment is true and accurate.
  
3. This is the entire agreement between myself and  
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. It  
also supersedes any and all other agreements or contracts, either oral or  
written, between the Parties with respect to the subject matter hereof.

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Employee Signature

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Date

School Approval:

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Board President,

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Date