



FIXED TERM EMPLOYMENT AGREEMENT
Between
YOUTH POLICY INSTITUTE CHARTER SCHOOLS & [INSERT EMPLOYEE NAME]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Youth Policy Institute Charter Schools (“YPICS”), a California nonprofit public benefit corporation operating public charter schools approved by the Los Angeles Unified School District (“District”). The Board desires to hire employees who will assist YPICS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of YPICS’s charter. The parties recognize that YPICS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, YPICS and the 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. YPICS operates charter schools that have been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which have been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, YPICS has elected to be formed and to operate as a nonprofit 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, YPICS is considered a separate legal entity from the District, which granted the charters. The District shall not be liable for any debts and obligations of YPICS, and the employee signing below expressly recognizes that he/she is being employed by YPICS and not the District.
3. Pursuant to Education Code section 47610, YPICS must comply with all of the provisions set forth in its operative charters, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. YPICS shall be deemed the exclusive public school employer of the employees at YPICS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [INSERT] at [INSERT YPICS SCHOOL]. The Employee will perform such duties as YPICS may reasonably assign and the Employee will abide by all YPICS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of YPICS’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 YPICS.

Due to the continuing impacts of COVID-19, the Employee may be required to telework during the 2020-2021 school year.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be [INSERT - for example “Monday through Friday, 8:00 a.m. to 5:00 p.m.”]. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site 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 not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with YPICS.

The Employee is required to work during Professional Development days, Parent Conference days, Back to School Night, Promotion/Culmination/Graduation, Grade Level Parent/Student Orientations, and Presentations of Learning. Additionally, the Employee is required to attend YPICS-sponsored special events, such as night performances, student activities or other similar activities that could occur in the evenings or on the weekends. The Employee is also required to participate on a School committee and attend events planned by the committee (minimum of two [2] events per semester).

The Employee must attend the above-mentioned YPICS-sponsored events unless the Employee obtains advance written permission from YPICS’s Executive Administrator to miss an event due to compelling circumstances. YPICS’s Executive Administrator shall have complete discretion to grant or deny such a request. YPICS reserves the right to require the Employee to attend a specific special event.

[ALTERNATIVE LANGUAGE FOR HOURLY/NONEXEMPT EMPLOYEES: The work schedule for this position shall be [part-time OR full-time] consisting of [INSERT SCHEDULE]. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of YPICS. Workdays 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 not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with YPICS.

The Employee may be required to work during Professional Development days, Parent Conference days, Back to School Night, Promotion/Culmination/Graduation, Grade Level Parent/Student Orientations, and Presentations of Learning. Additionally, the Employee may be required to attend YPICS-sponsored special events, such as night

performances, student activities or other similar activities that could occur in the evenings or on the weekends. The Employee may be required to participate on a School committee and attend events planned by the committee (minimum of two [2] events per semester).

The Employee, if required, must attend the above-mentioned YPICS-sponsored events unless the Employee obtains advance, written permission from YPICS's Executive Administrator to miss an event due to compelling circumstances, and YPICS's Executive Administrator shall have complete discretion to grant or deny such a request. YPICS reserves the right to require the Employee to attend a specific special event.]

3. **Compensation**

The annual compensation for this position shall be \$[INSERT], to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

[ALTERNATIVE LANGAUGE FOR HOURLY/NONEXEMPT EMPLOYEES: The hourly pay for this position is \$[INSERT AMOUNT], subject to all regular withholdings. The Employee shall be paid twice monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of YPICS.]

4. **Employee Benefits**

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

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with YPICS. 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 the Employee shall not prevent YPICS from disciplining or dismissing the Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at YPICS shall only be as specified in this Agreement, YPICS's charters, the Charter Schools Act, and YPICS's Employee Handbook, which YPICS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or

advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with YPICS.

7. **Licensure**

The 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/her professional capacity or within the scope of his/her employment whom he/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/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at YPICS, he/she will have access to confidential and proprietary information. The 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 YPICS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. YPICS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

1. **At-Will:** During the first ninety (90) days of employment pursuant to this Agreement, either YPICS or the Employee may terminate the employment relationship at any time, with or without cause or advance notice. The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of YPICS. No one other than the Board 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 terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this “at-will” relationship during the first ninety (90) days of employment pursuant to this Agreement.
 2. **Termination For Cause:** YPICS may terminate this Agreement for “cause” at any time. “Cause” includes, but is not limited to, the following: a) failure to satisfactorily fulfill job requirements; b) violation of this Agreement, the Employee Handbook, or any other YPICS policies/procedures; c) reductions in force due to lack of work/funds; d) inability of the Employee to perform the essential functions of the position, with or without a reasonable accommodation, due to a physical or mental disability after exhausting available leave benefits; or e) YPICS’s receipt of a notification from the California Department of Justice that the Employee is not authorized or fit to work with children. In the event that YPICS terminates this Agreement for cause, the Employee shall receive written notice of the basis for the termination and payment through the termination date.
 3. **Early Termination without Cause:** YPICS may unilaterally terminate this Agreement without cause. In consideration of YPICS’s right to terminate this Agreement without cause, the Employee shall receive the remainder of his/her salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of one (1) calendar month following the effective date of termination, whichever is less.
 4. **Revocation/Nonrenewal of Charter:** In the event that the YPICS charter with the District is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter.
 5. **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 YPICS, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, YPICS may terminate this Agreement.
- D. **NON-RENEWAL/EXPIRATION OF TERM.** YPICS 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. YPICS shall endeavor to provide notice of non-renewal by May 30. The Employee is requested to notify YPICS in writing by March 15 of any intent not to return.

E. CONFIDENTIALITY OF INFORMATION POLICY

During employment, the Employee may have access to and/or become aware of information of a confidential, proprietary, or private nature (“Confidential Information”). For purposes of this policy, “Confidential Information” includes, but is not limited to, information and data relating to YPICS’s students, non-public YPICS budget or financial information, and payroll and personnel information relating to current or former employees.

At all times during and after employment with YPICS, the Employee is required to hold all Confidential Information in trust and keep Confidential Information confidential. Additionally, the Employee must comply with all confidentiality-related obligations imposed by the Family Educational Rights and Privacy Act (FERPA).

During employment with YPICS, the Employee may use Confidential Information or disclose Confidential Information to a third party only: (1) as reasonably required in the course of employment with YPICS; (2) as permitted with the prior written consent of YPICS; or (3) as may otherwise be required by law. If the Employee is in doubt about whether information should be disclosed or used, Employee should discuss the situation with the YPICS School Executive Administrator or the Executive Director before disclosing or using the information.

The Employee’s obligations under this Confidentiality of Information policy remain in effect even after his or her employment relationship with YPICS ends. After separation of employment, the Employee may not use or disclose Confidential Information to any third party unless required to do so by law. Upon separation of employment, the Employee must immediately return to YPICS any and all documents, computer or electronic files, printouts, copies, or other information containing Confidential Information in the Employee’s possession, custody or control. If the Employee is requested to disclose Confidential Information to a third party in a subpoena or similar type of request, the Employee shall give written notice to the current YPICS School Executive Administrator of such request as soon as is reasonably possible and at least five (5) business days prior to the Employee making any such disclosures.

By signing below, the Employee certifies that he or she understands and agrees to abide by this Confidentiality of Information policy.

F. 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.

G. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with YPICS on the terms specified herein.
2. All information I have provided to YPICS 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 YPICS 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: _____

YPICS Approval:

Date: _____



Yvette King-Berg, Executive Director

***This Employment Agreement is subject to ratification
and approval by the Governing Board of YPICS.***