



# **GOLDEN**

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## **CHARTER ACADEMY**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

### **AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**NATALIE HERNANDEZ**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE's services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

### **B. DUTIES**

A copy of the job description for EMPLOYEE's position as **TEACHER** is incorporated by reference herein (See attached "Exhibit A"). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE's job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL's discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE's licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE's attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's Employee Handbook, incorporated herein by reference (See attached "Exhibit B"), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$61,966**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

### **E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

#### General Education/Core Class Certification Assignment

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

#### Non-Core/Non-General Education Certificated Assignment

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **November 17, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.

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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).

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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May Board Meeting.

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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of 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 SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they 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

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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, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### N. GENERAL PROVISIONS

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **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.
6. **Assignment:** The rights and obligations of the respective parties under this 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.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.

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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***