



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT  
BETWEEN  
CLARKSVILLE CHARTER SCHOOL & EMPLOYEE NAME, SPECIAL EDUCATION TEACHER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville Charter 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 School desires to engage the services of the Employee for purposes of assisting Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville Charter School and 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**

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

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

Employee will perform such duties as Clarksville Charter 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, Clarksville Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 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.

Clarksville Charter 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.

Teachers are expected to work 190 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 Clarksville Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 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 \_\_\_\_\_. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1 , for movement across the salary schedule for the current school year.

The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30<sup>th</sup>, December 31<sup>st</sup>, and March 30<sup>th</sup>.

4. **Employee Benefits**

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

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Clarksville Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Clarksville Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Clarksville Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Clarksville Charter School's Personnel Handbook, which from time to time may be amended and modified by Clarksville Charter School, in Clarksville Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Clarksville Charter 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 Clarksville Charter School, he or she 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 Clarksville Charter 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 Clarksville Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Clarksville Charter 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 Clarksville Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Clarksville Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Clarksville Charter 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 Cause:** The 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 Clarksville Charter School 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 Clarksville Charter School on the terms specified herein.
2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Clarksville Charter School 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.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clarksville Charter School Approval:

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

\_\_\_\_\_  
Executive Director, Clarksville Charter School