

FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Name]

This EMPLOYMENT AGREEMENT is entered into this [Insert Date], by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the “Charter School”), and [Insert Name] (hereinafter referred to as the “EMPLOYEE”). The Charter School and EMPLOYEE are collectively referred to as the “parties.”

The Charter School desires to employ EMPLOYEE as a [Teacher] at the Charter School under the following terms and conditions:

1. **RECITALS:**

- a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School’s charter is available for review.
- b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.
- c. Pursuant to Education Code section 47610, the 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. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.
- d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the School’s charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2019 and shall end on June 30, 2020.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. () Full-time or () Part-time (specify hours, workweek, and work year):

This full-time position includes 205 paid days, over 11 months, annually. The 205 days includes 190 teaching days, 5 Teacher Orientation days, and 10 other non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be **[Insert Dollar Amount \$00.00]** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid semi-monthly over an eleven-month period beginning with the first pay period following the Effective Date. Paychecks will compensate employees for 1/22 of their annual salary. Any overpayments shall be repaid within the 2019-2020 year.

- b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.
- c. **Paid Sick Leave (“PSL”):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted 8 hours per month for eleven months (88 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 11-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Paid Sick Leave - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

Paid Sick Leave may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

d. **Holidays**

The following are the 2019/2020 scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 2	Labor Day
November 11	Veteran’s Day
November 25-29	Thanksgiving Day Recess
December 23-January 3	Winter Break
January 20	Martin Luther King Day
February 17	President’s Day
March 30-April 3	Spring Break

5. **CONDITIONS OF EMPLOYMENT:**

- a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.
- b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

<i>Credential</i>	<i>Expires</i>
[Insert Credential Term and Credential Type]	[Insert Credential Expiration Date]

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.
2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.
5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall automatically terminate and the Charter School will no longer employ EMPLOYEE.
6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee’s California Teaching Credential is grounds for termination.

- c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform teaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to teaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Superintendent of the Charter School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

- a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.
- b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for discipline or termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.
- c. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the

judgment of the Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.

- d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), s/he shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that s/he worked. EMPLOYEE is entitled to no other compensation for any reason.

- e. **Early Termination Without Cause:**

The Board of Directors or Superintendent of the Charter School may also unilaterally and without cause terminate this Agreement by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without cause under this Section 6(d), Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

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.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

- a. **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.
- b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements 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.
- c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.
- d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.
- e. **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.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

- a. Employee has read this AGREEMENT and accepts employment with the Charter School on the terms specified herein.
- b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.

- c. This is the entire AGREEMENT between the Charter School and Employee regarding the terms and conditions of Employee's 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: _____

Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Dated: _____

Signature of AIMS Board

Superintendent of AIMS