



AT-WILL EMPLOYMENT AGREEMENT
Between
NAVIGATOR SCHOOLS AND CHIEF EXECUTIVE OFFICER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Governing Board (“Board”) of Navigator Schools (“Navigator”) an organization composed of Gilroy Prep, a California public charter school approved by the Gilroy Unified School District (“District”) and Hollister Prep, a California public charter school approved by the Hollister Unified School District. The Board desires to hire employees who will assist Navigator in achieving the goals and meeting the requirements of Navigator’s charter. The parties recognize that Navigator 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 Navigator in implementing its purposes, policies, and procedures.

WHEREAS, Navigator 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 EMPLOYMENT

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

_____ Employee’s Initials

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of Chief Executive Officer for Navigator School. Employee will perform such duties as Navigator may reasonably assign and Employee will abide by all Navigator's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by Navigator'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 Navigator.

2. **Work Schedule**

The daily work schedule for this full-time position shall generally be Monday through Friday, 7:30 a.m. to 4:30 p.m. While the Employee shall generally be available at Navigator during this time period, the duties of this position may require work on weekends and before and after the regular hours of the work day.

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 Navigator.

3. **Compensation**

The annual compensation for this position shall be \$xxx,xxx effective as of July 1, 2017, subject to all regular withholdings, which shall be paid in twelve (12) monthly installments of \$xxxxx. Employee's compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

4. **Benefits:**

a. **Health Benefits.** At the School's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to Navigator's management employees, including entitlement to participation in PERS or STRS (if applicable).

b. **Vacation Leave.** Employee will not accrue paid vacation days. However, the employee may be entitled to paid time off during the School's scheduled breaks, if and only if, the employee remains in active status during that time.

c. **Sick Leave.** Employee shall be entitled to 10 sick days annually.

_____ Employee's Initial

5. **Performance Evaluation**

The Board or designee shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Employee and he/she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board or designee shall meet with Employee to discuss the evaluation.

Failure to evaluate the Employee shall in no way impair the School's ability to release the Employee on an at-will basis.

6. **Employee Rights**

Employment rights and benefits for employment at Navigator shall only be as specified in this Employment Agreement, Navigator's charter, the Charter Schools Act and Navigator's Employee Handbook, which from time to time may be amended and modified by Navigator. 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, Employee shall not acquire or accrue tenure, or any employment rights with Navigator.

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's Initial

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 and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. **Conflicts of Interest**

Employee understands that, while employed at the 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 Navigator.

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. Navigator shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **Expense Reimbursement**

Navigator shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable Navigator policy and authorization.

13. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse Navigator for any salary or fees he/she receives from Navigator in relation to his/her placement on paid administrative leave pending criminal charges if he/she is convicted of a crime involving the abuse of his/her office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must

_____ Employee's Initial

reimburse Navigator for any cash settlement he/she receives in relation to his/her termination if he/she is convicted of a crime involving the abuse of his/her office/position.

C. EMPLOYMENT AT-WILL

Navigator may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at Navigator's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Navigator's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Navigator. No one other than the Board of Navigator or designee 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 Navigator or designee and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. 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.

Employee's Initial

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

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

Address: _____

Telephone: _____

Navigator Approval:

Dated: _____
_____ Board President

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