



California Online Public Schools

AT-WILL EMPLOYMENT AGREEMENT

Between

CALIFORNIA ONLINE PUBLIC 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 California Online Public Schools (“CalOPS”), a California public charter management organization operating the following charter schools: approved by the Ripon Unified School District, approved by the Cuyama Joint Unified School District approved by the Alpaugh Unified School District, approved by the Scotts Valley Unified School District, approved by the Middletown Unified School District and approved by the **Capistrano Unified School District**. The Board desires to hire employees who will assist CalOPS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of CalOPS’s charter. The parties recognize that CalOPS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

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

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [INSERT]. The Employee will perform



such duties as CalOPS may reasonably assign and the Employee will abide by all CalOPS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of CalOPS'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 CalOPS.

2. **Work Schedule**

The minimum on-site, (as defined as from a district office, home office or in-person site) obligations for this position shall generally be "Monday through Friday, 7:30/8:00 a.m. to 4:00 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 work day. 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 CalOPS.

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.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by CalOPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by CalOPS 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 CalOPS. 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 CalOPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.



6. **Employee Rights**

Employment rights and benefits for employment at CalOPS shall only be as specified in this Agreement, CalOPS's charter, the Charter Schools Act, and CalOPS's Employee Handbook, which CalOPS 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 CalOPS.

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 healthcare provider 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 CalOPS, 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 CalOPS.



11. **Outside Professional Activities**

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

12. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with CalOPS's Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

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

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 CalOPS. 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.

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.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with CalOPS on the terms specified herein.
2. All information I have provided to CalOPS related to my employment is true and accurate.
3. This is the entire agreement between CalOPS 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: _____

CalOPS Approval:

Date: _____
_____ Dr. Richard Savage, Superintendent

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



Arbitration Agreement

This AGREEMENT (“Agreement”) is made by and between CalOPS (“Employer”) and [REDACTED] Employee”). The purpose of this Agreement is to establish final and binding arbitration for all disputes arising out of Employee’s relationship with Employer from the inception of the employment relationship, including, but not limited to, Employee’s employment or the termination of Employee’s employment, to the fullest extent permitted by applicable law. Employee and Employer desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and pursuant to the Federal Arbitration Act (“FAA”). Employee and Employer agree to the following:

1. Claims Covered by the Agreement.

- 1.1 Employee and Employer both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** (“claims”) that Employer may have against Employee or that Employee may have against Employer or against its past, present, or future predecessors, successors, assigns, affiliates, parent and *subsidiary* companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, “Employer”), relating to, resulting from, or in any way arising out of this Agreement or the enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this Agreement, any aspect of Employee’s relationship with Employer, any aspect of Employee’s employment relationship with Employer (pre-hire through post-termination), and/or the termination of Employee’s employment relationship with Employer, and/or any act or omission between Employee and Employer to the extent permitted by law. **This Agreement does not cover any claim, cause of action, or actions pursuant to workers’ compensation laws, unemployment insurance benefits with the Employment Development Department, or any other dispute if an agreement to arbitrate such a dispute is prohibited by law.** Further, nothing in this Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the California Civil Right Department, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the California Public Employment Relations Board.
- 1.2 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but



not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.

- 1.3 To the fullest extent permitted by law, Employer and Employee agree that for any claim brought on an individual basis, including under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), any such dispute shall be resolved in arbitration on an individual basis (*i.e.*, to resolve whether Employee has personally been aggrieved or subject to any violations of law). To the extent there are any PAGA claims to be litigated in a court of competent jurisdiction, including any representative claims, the Employer and Employee agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration, regardless of which claims or actions were filed first. If any provision of this section is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this arbitration provision and severance of the unenforceable provision shall have no impact whatsoever on the Agreement as a whole, which shall remain enforceable as to all other terms.

2. Arbitration Procedures.

- 2.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Executive Director of Employer at Employer’s principal place of business. Employer may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee’s personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee’s personnel file or (ii) the JAMS closest to the last Employer worksite with which Employee most regularly communicated, whichever is closer. The location of the arbitration is determined in accordance with Section 2.8. Applicable law is determined in accordance with Section 2.6.



- 2.2 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 2.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS's then-current version of the national rules for the resolution of employment disputes, with the exception that discovery and motions for summary judgment will be governed by Sections 2.3 and 2.4 of this Agreement. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com.
- 2.3 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure ("FRCP"), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>. The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.
- 2.4 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.
- 2.5 Offers Of Judgment. Either party may serve an offer of judgment consistent with the FRCP.
- 2.6 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. **The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.**
- (Employee's Initials Acknowledging Arbitrator's Exclusive Authority)
- 2.7 Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the hearing's completion. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.



- 2.8 Place of Arbitration. The arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within fifty (50) miles of Employee's last known address with Employer. If the parties cannot agree upon a location, or if a JAMS office is not within fifty (50) miles of Employee's last known address with Employer, then the arbitration shall be held at the JAMS office closest to the last Employer worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to Employer's worksite where Employee was "assigned," even though Employee did not physically work at the worksite.
3. Application for Emergency Injunctive and/or Other Equitable Relief. Claims by Employer or Employee for emergency injunctive and/or other equitable relief relating to unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information shall be submitted to JAMS for emergency treatment. The parties agree that the JAMS administrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.
4. Severability. Should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.
5. Effective Date. This Agreement is retroactively effective to the date that Employee's employment with Employer initially began. This Agreement to arbitrate shall survive the termination of Employee's employment.
6. Construction. This Agreement shall be construed and enforced pursuant to the FAA. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.
- _____ **(Employee's Initials Acknowledging the FAA)**
7. Consideration. For employees who are currently employed, Employer's offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the promises by Employer and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, Employer and Employee agree that in addition to



the above consideration, Employer's offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.

8. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.
9. Representation, Fees, and Costs. Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorneys' or representative's fees. However, if any party prevails on a statutory claim that affords the prevailing party's attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. Employer shall be responsible for the arbitrator's fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.
10. Waiver of Jury Trial/Exclusive Remedy. **EMPLOYEE AND EMPLOYER KNOWINGLY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

_____ **(Employee's Initials Acknowledging Waiver of Jury Trial)**

11. Waiver of Representative/Class Action Proceedings. **TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE AND EMPLOYER KNOWINGLY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THEY FURTHER AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY THIS AGREEMENT. EMPLOYER AND EMPLOYEE ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIVE ACTION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 *ET SEQ.* THIS SECTION DOES NOT APPLY TO ANY REPRESENTATIVE ACTIONS BROUGHT UNDER PAGA, AS ADDRESSED IN SECTION 1.3 ABOVE.**

_____ **(Employee's Initials Acknowledging Waiver of Representative/Class Action)**

12. Sole and Entire Agreement. This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.



13. Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between Employer and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by Employer, other than those contained in this Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee's private legal counsel and Employee has utilized that opportunity to the extent desired.

Dated: _____

Employee Signature

Employee Printed Name

On behalf of CalOPS

Dated: _____

Employer's Signature

Employer Representative's Printed Name & Title