



Three Rivers Charter School

Phone: (707) 964-1128 Fax: (707) 734-5050

www.TRCSchool.org

1211 Del Mar Dr. Suite 301
Fort Bragg, CA 95437

At-Will Employment Agreement
Between
Three Rivers Charter School & Kimberly Morgan

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Three Rivers Charter School (“TRCS”), a California public charter school approved by the Fort Bragg Unified School District (the “District”). The Board desires to hire employees who will assist TRCS in achieving the goals and meeting the requirements of TRCS’s charter. The parties recognize that TRCS 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 TRCS in implementing its purposes, policies, and procedures.

Whereas, TRCS and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

Statutory Provisions Relating to Charter School Employment

- TRCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. TRCS has been duly approved by the District, according to the laws of the State of California.
- Pursuant to Education Code section 47604, TRCS 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, TRCS 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 TRCS, and the employee signing below expressly recognizes that s/he is being employed by TRCS and not the District.
- Pursuant to Education Code section 47610, TRCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts excepts as specified in Education Code section 47610.
- TRCS shall be deemed the exclusive public school employer of the employees at TRCS for purposes of Government Code section 3540.1.

Employment Terms and Conditions



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- The term of this contract is from 7/1/23– 6/30/24
- The School Director will perform such duties as TRCS may reasonably assign and School Director will abide by all TRCS policies and procedures as adopted and amended from time to time. The School Director further agrees to abide by the provisions of TRCS’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 TRCS.
- The daily work schedule for this full-time position shall generally be Monday through Friday, 8:00 a.m. to 4:30 p.m. While the School Director shall generally be available at TRCS during this time period, the duties of this exempt position may require work outside of the regular hours of the work day. During summer months employee will work as needed and maintain a visible presence at the school. Employee will attend all school wide functions.
- Workdays for the School Director shall be consistent with the applicable calendar of workdays for this position.
- The School Director will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with TRCS.
- The annual compensation for this position shall be **\$77,281** per year, to be paid monthly, subject to all regular withholdings. The School Director’s compensation may be prorated depending on whether the School Director remains employed, or in active work status, for the entire year. As an exempt employee, the School Director shall not be eligible to earn overtime.
- The employee benefits are outlined below.

Employment Rights and Benefits

Employment Rights and Benefits for employment at TRCS shall only be as specified in this Employment Agreement, TRCS’s charter, the Charter Schools Act and TRCS’s Employee Handbook, which from time to time may be amended and modified by TRCS. 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 TRCS.



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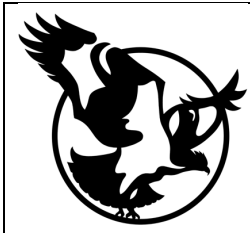
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- At TRCS’s expense, the School Director shall be afforded such health and other benefits of employment as shall be granted to TRCS’s employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- The School Director is entitled to fifteen (15) vacation days annually, which shall accrue monthly. During the first six (6) months of employment, vacation time will accrue but may not be utilized unless otherwise approved. Thereafter, vacation days may be used by the School Director subject to the prior approval of the Board. The School Director is expected to take vacation during periods when teaching is not in session (e.g. holiday breaks) and during the summer break. The annual accrual and carryover of vacation will be capped at thirty (30) days. Once that “cap” is reached, no more vacation will accrue until such time as the School Director has used enough time to fall below the cap. Vacation will begin accruing again at that point and no retroactive accrual will be made. All unused vacation shall be paid out upon termination of employment.
- The School Director will receive 10 days of paid sick leave at the beginning of each school year. Sick leave may be used to deal with personal illness or preventive treatments, a family member’s illness or preventive treatment, or certain other personal emergencies. Sick days do not carry over from year-to-year and will not be paid out upon termination of employment.
- The School Director shall take holiday days according to the calendar of holidays observed by TRCS annually.

Evaluation

The Board shall evaluate the performance of the School Director at least once annually. This evaluation shall be based on the job description and annual goals determined by the Board and the School Director.

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 the School Director and he 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 the School Director, the Board shall meet with the School Director to discuss the evaluation. Failure to evaluate the School Director shall not prevent TRCS



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from disciplining or dismissing the School Director at-will in accordance with this Agreement.

Licensure & Credentials

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

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 s/he 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 s/he is a child care custodian and is certifying that s/he has knowledge of California Penal Code section 11166 and will comply with its provisions.

Fingerprint 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 s/he was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

Conflicts of Interest

Employee understands that, while employed at the School, s/he 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 her/his employment with TRCS.

Outside Professional Activities

Upon obtaining prior written approval of the School Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking and writing.

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The outside activities shall not occur during regular work hours. TRCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

Expenses

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

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

- a. In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the School Director multiplied by eighteen (18).
- b. The School Director shall be required to reimburse TRCS for any salary or fees she receives from TRCS in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of his office/position. Regardless of any term of this Agreement, if the Agreement is terminated, the School Director must reimburse TRCS for any cash settlement he receives in relation to her termination if she is convicted of a crime involving the abuse of her office/position.

Employment At-Will

TRCS may terminate this Agreement and Employee’s employment at any time with or without cause, with or without advance notice, at TRCS’s sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee’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 TRCS. No one other than the Board of TRCS 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 contract to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of TRCS 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.

General Provisions

- 1. The waiver by either party, or the failure of either party to claim a breach of any



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provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. 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. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. 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.

Acceptance of Employment

By Signing below, the Employee declares the following:

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

Dated: _____

Board President Signature: _____
Jade Tippett, Board President

Dated: _____

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