

1 EMPLOYMENT AGREEMENT

Between

**The Pacific Charter Institute  
3600 Madison Avenue, Suite #59  
North Highlands, California 95660**

and

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Employees (“Board”) of The Pacific Charter Institute (“PCI”) a California public charter school approved by the Rio Linda Union School District (“RLUSD”) and \_\_\_\_\_ (“Employee”), as the \_\_\_\_\_ within the school. The Board desires to hire employees who will strive to achieve the goals and meet the requirements of PCI’s Heritage Peak charter. The parties recognize that PCI is not governed by the provisions of the California Education Code except as expressly set forth in the Charter Schools Act of 1992 and other provisions specifically applicable to charter schools. The Board desires to engage the services of Employee for a teaching position in order to implement the purposes, policies, and procedures of PCI.

WHEREAS, The Pacific Charter Institute 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. PCI has been established and operates pursuant to the Charter Schools Act of 1992, Education Code 47600, et seq. PCI’s Heritage Peak Charter Petition has been duly approved by the Board of Education of the RLUSD. A copy of PCI’s charter is attached hereto and fully incorporated by reference herein.
2. Pursuant to Education Code section 47604, PCI 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, PCI is considered a separate legal entity from the RLUSD which granted the charter. The RLUSD shall not be liable for any debts and obligations of PCI beyond those required by applicable law, and the Employee signing below expressly recognizes that he/she is being employed by PCI and not the RLUSD.
3. Pursuant to Education Code section 47610, PCI must comply with all of the provisions set forth in this charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. PCI shall be deemed the exclusive public school employer of the employees at PCI for purposes of Government Code section 3540.1.

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**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

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

**INSERT DUTIES FROM JOB DESCRIPTION HERE!!**

A copy of the job description for the above position is provided by the school and incorporated by reference herein. These duties may be amended from time to time by the sole discretion of PCI. Employee understands that PCI must be flexible, in light of its size and limitations on availability of funds and personnel, and the Employee may be requested to complete assignments that are not expressly described in this Agreement or the Employee's job specification.

The Employee agrees to observe such curriculum and standards and obey such reasonable rules and regulations as may from time to time be put in force by appropriate lawful action either of the Employer, the California Department of Education, or the State Board of Education.

**2. Work Schedule**

Work days for the Employee shall be \_\_\_\_\_ days consistent with the applicable calendar of work days for this position. The proposed \_\_\_\_\_ school year calendar is attached hereto and incorporated by reference herein. 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 PCI.

With prior consent of the Board, Employee may undertake outside professional activities, including consulting, speaking and writing, provided that such activities do not interfere with Employee's duties to PCI. Said outside professional activities may be performed for compensation.

**3. Compensation**

The Employee's annual rate shall be \$\_\_\_\_\_ beginning \_\_\_\_\_ and paid in equal installments monthly in accordance with the salary schedule and official work schedules adopted by PCI.

EXEMPT STATUS. The parties understand and agree that Employee's duties and responsibilities are those of an employee employed in a bona fide executive, administrative, or professional capacity and that Employee is employed to perform academic responsibilities requiring flexibility of hours. It is understood and agreed

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that as an academic employee, Employee shall be exempt from overtime requirements under all applicable law. It is further understood and agreed that, consistent with Employee's exempt status, Employee may from time to time be required to perform duties and responsibilities on such days and during such hours as extend beyond the regular work days and hours.

In the event of the death of the Employee during the term of this contract, earned but unpaid salary or other monies will be disbursed to the authorized representative of the employee's estate in accordance with California law.

4. **Employee Benefits**

Upon hire, Employee will be entitled to participate in designated employee benefit programs and plans established by PCI (subject to program and eligibility requirements) for the benefit of its Employees, which from time to time may be amended and modified by PCI.

Employee will be eligible to continue contributing a portion of pre-tax salary to the Public Employees Retirement System (PERS), or PCI shall provide Employee with the opportunity to participate in a substantially equivalent benefits program.

Employee shall accrue sick leave at the rate of ten (11) days per contract year; such un-used sick leave days shall be carried forward from year to year. Of the 11 sick days, 3 are considered personal days.

5. **Employee Rights**

Employment rights and benefits for employment at PCI shall only be as specified in this Employment Agreement and attachments hereto, the PCI charter, the Charter Schools Act and the PCI personnel policies, which from time to time may be amended and modified by PCI. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure with the RLUSD or PCI, or any other employment rights with the RLUSD.

6. **Licensure**

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

7. **Child Abuse 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

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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.

C. **EMPLOYMENT TERM**

1. **At-Will Employment**

PCI may terminate this Agreement and Employee’s employment at any time with or without cause, with or without notice, at PCI’s sole discretion. Either party may immediately terminate this Agreement and this employment relationship upon written notice to the other party. PCI requests, when feasible, a minimum of thirty (30) days notice of intent to terminate. 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 PCI.

2. **Modifications**

No one other than the Employee and the PCI Board, or specifically designated agent of 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. Any such agreement must be in writing and must be signed by the PCI Board, or its lawful designee, and by the Employee and must specifically state the intention to alter this relationship.

3. **Evaluation**

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The performance of the Employee shall be evaluated and assessed in writing by the PCI Director at least once per year, not later than April 30, during the term of this agreement. The evaluation and assessment shall be reasonably related to the position description of the Employee, as defined in the PCI charter, and shall be conducted in accordance with the performance expectation agreement that will be developed within ninety (90) days of the effective date of this agreement. The performance expectation agreement will outline the desired outcomes and performance measures to which the Employee will be responsible for the initial twelve (12) month period. The performance evaluation agreement will be updated annually, as needed, and the Employee's performance will be evaluated annually.

In the event the PCI Board and the PCI Director determine that the performance of the Employee is not acceptable in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, said unsatisfactory performance. The evaluation shall include a written response to each area evaluated. A copy of the written evaluation shall be delivered to the Employee, and the Employee shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Employee's evaluation. Within thirty (30) days of the written evaluation, the Director shall meet with the Employee to discuss the evaluation and endeavor to assist the Employee in meeting performance objectives identified in the evaluation and in the performance expectation agreement.

**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.

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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/Severability**

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 PCI on the terms specified herein.
2. All information I have provided to PCI related to my employment is true and accurate.
3. A copy of the job description and the charter are attached hereto.
4. This is the entire agreement between PCI 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: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

PCI Approval:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director, Pacific Charter Institute

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

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