



**The Yuba Environmental Science
Charter Academy
(YES Charter Academy)**

“YES to Excellence in Education”

**CHARTER PETITION
Employee Relations**

Prepared in compliance with the terms, conditions, and requirements of
The Charter Schools Act, Education Code Section 47600, *et seq.*, and related
statutes



XX. Employee Relations

A. At Will Employment Agreement

AT-WILL EMPLOYMENT AGREEMENT

Between

Yuba Environmental Science Charter Academy &

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Governing Board (“Board”) of Yuba Environmental Science Charter Academy (“YES Charter Academy”), a California public charter school approved by the Marysville Joint Unified School District (“District”). The Board desires to hire employees who will assist YES CHARTER ACADEMY’s Executive Director in achieving the goals and meeting the requirements of YES CHARTER ACADEMY’s charter. The parties recognize that YES Charter Academy 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 YES CHARTER ACADEMY in implementing its purposes, policies, and procedures.

WHEREAS, YES CHARTER ACADEMY 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. YES CHARTER ACADEMY has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* YES CHARTER ACADEMY has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, YES CHARTER ACADEMY 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, YES CHARTER ACADEMY 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 YES CHARTER ACADEMY, and the employee signing below expressly recognizes that he/she is being employed by YES CHARTER ACADEMY and not the District.
3. Pursuant to Education Code section 47610, YES CHARTER ACADEMY must comply with all of the provisions set forth in its charter, but is otherwise exempt

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from the laws governing school districts except as specified in Education Code section 47610.

4. YES CHARTER ACADEMY shall be deemed the exclusive public school employer of the employees at YES CHARTER ACADEMY for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee will perform such duties as YES CHARTER ACADEMY may reasonably assign and Employee will abide by all YES CHARTER ACADEMY's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by YES CHARTER ACADEMY'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 YES CHARTER ACADEMY.

2. **Work Schedule**

The work schedule for this position shall be 45 minutes before the start of school and 60 minutes after the end of school, Monday through Friday. 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.

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 YES CHARTER ACADEMY.

3. **Compensation**

Employee's salary shall be negotiated between the individual and the Executive Director, subject to all regular withholdings. Depending upon the work schedule for the year, Employee's salary will be paid in twelve (12) equal monthly installments.

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. **Evaluation**



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 YES CHARTER ACADEMY. 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 Employee shall not prevent YES CHARTER ACADEMY from disciplining or dismissing Employee at-will in accordance with this Agreement.

4. **Licensure**

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

5. **Employee Benefits**

Employee will be entitled to participate in designated employee benefit programs and plans established by YES CHARTER ACADEMY (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by YES CHARTER ACADEMY in its sole discretion.

6. **Employee Rights**

Employment rights and benefits for employment at YES CHARTER ACADEMY shall only be as specified in this Employment Agreement, YES CHARTER ACADEMY's charter, the Charter Schools Act and YES CHARTER ACADEMY's Employee Handbook, which from time to time may be amended and modified by YES CHARTER ACADEMY. 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, or any employment rights with YES CHARTER ACADEMY.

7. **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.

8. **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 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.

9. **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 YES CHARTER ACADEMY.

10. **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. YES CHARTER ACADEMY shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

YES CHARTER ACADEMY may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at YES CHARTER ACADEMY's sole and unreviewable discretion. Either party may immediately terminate this Agreement and YES CHARTER ACADEMY'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 YES CHARTER ACADEMY. No one other than the Board of YES CHARTER ACADEMY 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 YES CHARTER ACADEMY 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 YES CHARTER ACADEMY on the terms specified herein.
2. All information I have provided to YES CHARTER ACADEMY 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 YES CHARTER ACADEMY and me regarding the terms and conditions of my employment. This is a final and

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CHARTER ACADEMY**

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: _____

YES CHARTER ACADEMY Approval:

Dated: _____

Director/Principal, YES CHARTER ACADEMY

This Employment Agreement is subject to ratification and approval by the Governing Board of YES CHARTER ACADEMY.



B. Teacher Job Description

A teacher's job is to create understanding. Yes teachers will be experts in education, experts in providing learning, and problem-solving skills. They will teach multiple subjects and lead a progressive, self-contained classroom of students in a combination class. Teachers are responsible for the Academy's educational vision, curriculum and the ongoing collaboration with colleagues and community partners to serve that vision. Teachers are responsible for creating a lesson plan whereby students are involved in a multitude of outdoor learning, gardening and service-oriented projects. Yes Charter's vision and goal to provide a top notch education can be achieved with setting "Smart Goals". "SMART" stands for Specific, Measurable, Achievable, Results Orientated & Relevant and Time-bound, and is a useful reminder of how to write a top quality goal. Here is what it means...

Specific – your goal should have its expected outcome stated as simply, concisely and explicitly as possible. This answers questions such as; how much, for whom, for what?

Measurable – a measurable goal has an outcome that can be assessed and/or measured in some way.

Attainable – an attainable goal has an outcome that is realistic given the current situation, resources and time available. Goal achievement may be more of a "stretch" if the outcome is tough or there is a weak starting position.

Results Orientated & Relevant – a results orientated and relevant goal helps maintain focus on the mission or the "bigger picture."

Time-bound – a time-bound goal includes realistic timeframes. Sometimes timeframes are imposed. When that is the case, carefully consider what is attainable within the imposed timeframe.

Instructional Duties:

1. Will establish explicit performance targets clearly related to long-term transfer goals.
2. Will assess from the start to see where learners are and what learning needs to focus on to accomplish goals.
3. Will personalize their coaching, mindful of individual profiles (ability and personality).
4. Will provide ongoing feedback and immediate opportunities to use it.
5. Will adjust plans in light of unexpected or inappropriate results.
6. Will strive to make each learner autonomous, thus making self-assessment and self-adjustment key goals of teaching.
7. Will set high standards, but design the work so that learners come to believe "I can do this!"



8. Will complete and maintain lesson plans demonstrating state standards and reflecting hands on science vision/mission of charter
9. Will complete regular informal classroom evaluations as well as formal OARS assessments according to the calendar given for each school year.
10. Will input student work into the Power Teacher Grade Book system for access by administration and parents
11. Will update Power Teacher regularly for parents to have current information
12. Will maintain regular contact with all parents including newsletters, phone calls, emails, and conferences
13. Will submit the correct forms requesting time off to the office in a timely manner and arrange for their substitute teachers
14. Will supervise a morning and afternoon yard duty each week as assigned
15. Will assist supervising morning recess and lunch duties daily as assigned
16. Will make every effort to solve problems, take care of student needs, and supervise students within the classroom before sending them to the office (ie. band aids in the classroom, etc.)

In addition to instructional duties, YES Charter Academy teachers:

- Will participate in 12 required events per year, outreach activities, fund raisers, monthly family events, and board meetings. (Open House, Back to School and Graduation are not considered part of the 12 events and participation/attendance are mandatory.)
- Have a strong commitment to the philosophy and success of the Environmental Science programming outlined in the charter petition (see website: www.yescharteracademy.org).
- Will participate in co-curricular and extra-curricular activities such as serving as an advisor to a student club, traveling and camping with students.
- Minimum number of days of Professional Development participation
- Will notify the office of all meetings, conferences, and other arrangements made on school grounds
- Will speak to the Administration, Teacher Rep. or Council Member directly about concerns relating to the governance of the school so that issues may be resolved in a timely manner and with minimal problems to other faculty, students families or community.
- Will keep the office informed of communications going out from the school including newsletters, meetings, etc.