

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**PEAK PREP PLEASANT VALLEY & [INSERT EMPLOYEE NAME]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Peak Prep Pleasant Valley (“Peak Prep”), a California public charter school approved by the Pleasant Valley School District (“District”). The Board desires to hire employees who will assist Peak Prep in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of Peak Prep’s charter. The parties recognize that Peak Prep is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, Peak Prep 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. Peak Prep 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 District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Peak Prep 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, Peak Prep 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 Peak Prep, and the employee signing below expressly recognizes that he/she is being employed by Peak Prep and not the District.
3. Pursuant to Education Code section 47610, Peak Prep 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. Peak Prep shall be deemed the exclusive public school employer of the employees at Peak Prep 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 Peak Prep may reasonably assign and the Employee will abide by all Peak Prep policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of Peak Prep’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 Peak Prep.

2. **Work Schedule**

LANGUAGE FOR SALARY/EXEMPT EMPLOYEES:

The minimum work obligations for this position shall generally be [INSERT – e.g., “Monday through Friday, 8:00 a.m. to 5:00 p.m.”]. The Employee shall perform the work duties consistent with the applicable calendar of workdays for this position. While the Employee shall be available 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. The current year schedule is attached hereto and incorporated by reference herein.

The Employee shall perform the work duties from a remote location except where otherwise directed by the School. All work must be performed within the boundaries of California, unless the School expressly authorizes the Employee to work out of state. 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 Peak Prep.

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ALTERNATIVE LANGAUGE FOR HOURLY/NONEXEMPT EMPLOYEES:

The work schedule for this position shall be [part-time OR full-time] consisting of [INSERT – e.g., “Monday through Friday, 8:00 a.m. to 5:00 p.m.”]. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of Peak Prep. 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 shall perform the work duties from a remote location except where otherwise directed by the School. All work must be performed within the boundaries of California, unless the School expressly authorizes the Employee to work out of state. 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 Peak Prep.

3. **Compensation**

LANGUAGE FOR SALARY/EXEMPT EMPLOYEES:

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.

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ALTERNATIVE LANGAUGE FOR HOURLY/NONEXEMPT EMPLOYEES: The

hourly pay for this position is \$[INSERT AMOUNT], subject to all regular withholdings. The Employee shall be paid twice monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of Peak Prep.

4. **Employee Benefits**

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

6. **Employee Rights**

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

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 licensed physician and/or licensed entity 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 Peak Prep, 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 Peak Prep.

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

C. **EMPLOYMENT AT-WILL**

Peak Prep may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at Peak Prep'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 Peak Prep. 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 Peak Prep on the terms specified herein.
2. All information I have provided to Peak Prep 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 Peak Prep 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: \_\_\_\_\_

**Peak Prep Approval:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Shalen Bishop, Superintendent

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