



Monarch River Academy

2293 East Crabtree Avenue, Porterville, CA 93257

Ph (559) 754-1442 | Fax (559) 335-4089

Regular Scheduled Board Meeting

Monarch River Academy

April 10, 2020 – 3:00 pm

337 N Plaza Drive

Visalia CA, 93291

Through Teleconference

Join Zoom Meeting

<https://zoom.us/j/202616687>

Meeting ID: 202 616 687

Dial by your location

+1 669 900 6833 US (San Jose)

Find your local number: <https://zoom.us/u/adpAKBqpZi>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Discussion and Potential Action on the Board Resolution: Establishment of Accounts at Wells Fargo
5. Discussion and Potential Action on the Board Resolution: Affirming Board Positions
6. Discussion and Potential Action on the Teacher Employment Contract
7. Board of Directors Requests
8. Announcement of Next Regular Scheduled Board Meeting
9. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in



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the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Monarch River Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

**Monarch River Academy
Governing Board Resolution 2020-2**

RESOLUTION APPROVING THE ESTABLISHMENT OF ACCOUNTS AT WELLS FARGO BANK

WHEREAS, the Monarch River Academy is interested in establishing a relationship with a new banking institution, and

WHEREAS, the Monarch River Academy governing board is interested in opening accounts with Wells Fargo Bank;

NOW, THEREFORE BE IT RESOLVED that the Monarch River Academy governing board hereby approves the establishment of a checking account with Wells Fargo Bank and approves the following individuals to be signers on the accounts:

- Monique Ouwinga, Treasurer
- Dr. Laurie Goodman, Principal

PASSED AND ADOPTED by the Monarch River Academy governing board at a meeting held on April 10, 2020.

Craig Wheaton, Secretary

Signature

Date

**Monarch River Academy
Governing Board Resolution 2020-3**

RESOLUTION AFFIRMING BOARD POSITIONS

WHEREAS, the Monarch River Academy is interested in establishing a relationship with a new banking institution, and

WHEREAS, the Monarch River Academy governing board is interested in opening accounts with Wells Fargo Bank;

WHEREAS, the Wells Fargo Bank requests and affirmation of the board members and corporate officers

NOW, THEREFORE BE IT RESOLVED that the Monarch River Academy governing board affirms the following positions:

- Sam Nofziger, President / Chief Executive Officer
- Craig Wheaton, Secretary
- Monique Ouwinga, Treasurer / Chief Financial Officer
- Sarah Sanchez, Member
- Ashley Wiens, Member

PASSED AND ADOPTED by the Monarch River Academy governing board at a meeting held on April 10, 2020.

Craig Wheaton, Secretary

Signature

Date

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
MONARCH RIVER ACADEMY & , HOMESCHOOL TEACHER**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Monarch River Academy ("Monarch River Academy"). The Board desires to hire employees who will assist Monarch River Academy in achieving the goals and meeting the requirements of the school. The parties recognize that Monarch River 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 Monarch River Academy in implementing its purposes, policies, and procedures.

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

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Monarch River Academy may reasonably assign and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. Term and Work Schedule

Subject to Section C, "Termination of Agreement" herein, Monarch River Academy hereby employs Employee for the term of the school, commencing on or after **July 1, 2020** and ending **June 30, 2021**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

Monarch River Academy shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the contract term. All other teachers will provide educational services either online or in-person. Specific programs will have specific needs and the Employee is expected to work in accordance with those specific needs. Any question should be directed to the immediate supervisor.

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 Monarch River Academy.

Teachers are expected to work 196 days a year with 5 of those days or 40 hours occurring in July and the remaining 191 occurring between August and June.

3. **Compensation**

Employee will receive a salary schedule indicating yearly salary no later than June 15th of each school year to be paid semi-monthly (twice a month) from which the Board shall withhold all statutory and other authorized deductions. (Additional column increases earned during the year will be documented on a supplementary salary schedule approved by the Board of Directors of Monarch River Academy at which the employee is affiliated for any given school year.) Additional compensation of \$100/month per student is given when the employee's roster is more than 28 up to 35 students. Employees who wish to carry more students than 35 may be given permission by the Principal at the same above rate. Carrying a case load of less than 28 students over a course of three (3) months may result in a return to part time status. The board may adjust compensation by up to 15% in the form of a salary increase or reduction based on actual enrollment; any salary increase is contingent on enrollment and positive performance. The salary schedule is based on what the board will deem to be reasonable targets. Salary changes will only be permitted at the end of the 1st three fiscal quarters – namely September 30th, December 31st, and March 30th.

4. **Employee Benefits**

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

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor in accordance with Monarch River Academy's evaluation policy.

Failure to evaluate Employee shall not prevent Monarch River Academy from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Monarch River Academy shall only be as specified in this Employment Agreement, the Charter Schools Act and Monarch River Academy's Personnel Handbook, which from time to time may be amended and modified by Monarch River Academy, in Monarch River Academy's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Monarch River Academy.

7. **Licensure**

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 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.

9. **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.

10. **Conflicts of Interest**

Employee understands that, while employed by Monarch River Academy, 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 Monarch River

Academy. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Monarch River Academy approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Monarch River Academy enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including consulting, speaking, and writing not on behalf of Monarch River Academy) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays; teachers are expected to complete their Monarch River Academy employment duties from 8:30 a.m. – 5 p.m. Monarch River Academy shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Monarch River Academy.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;
- c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items

relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration or Board may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee two weeks of his/her salary after termination occurs **based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuse to sign a release of claims the employee will be paid for one day of employment.**
2. **Revocation/Nonrenewal of Charter:** In the event that Monarch River Academy is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section b above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

D. NON-RENEWAL/EXPIRATION OF TERM. The Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. 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 herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

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

Monarch River Academy Approval:

Date: _____

Principal, Monarch River Academy