Background:
Nord Country School contracts with administrators on an annual basis with an at-will contract.

Information:
An example admin contract for 2022/23 is included below for the Board’s consideration. Staff is recommending that the following contracts be approved for the next school year. Contracts will be drafted based on the FTE below and the salary schedule already approved by the Board.

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Superintendent</td>
<td>Full Time</td>
<td>Kathleen Dahlgren</td>
</tr>
<tr>
<td>Chief Business Officer</td>
<td>Full Time</td>
<td>Lisa Speegle</td>
</tr>
<tr>
<td>Education Director</td>
<td>.8FTE</td>
<td>Allison Ward</td>
</tr>
<tr>
<td>Education Director</td>
<td>.8FTE</td>
<td>Amber Hayes</td>
</tr>
</tbody>
</table>

Agenda:
This item is on the Consent Calendar for approval. Please contact Kathy or Lisa with any questions or concerns you may have.
AT-WILL EMPLOYMENT AGREEMENT
Between
NORD COUNTRY SCHOOL and xxxxx
2022-2023

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

WHEREAS, Nord 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. Nord 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, Nord 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, Nord 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 Nord, and the employee signing below expressly recognizes that he/she is being employed by Nord and not the District.

3. Pursuant to Education Code section 47610, Nord 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.


B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of Principal/Superintendent. The Employee will perform such duties as Nord may reasonably assign and the Employee will abide by all Nord policies and procedures as adopted and amended from time to time. The
Employee further agrees to abide by the provisions of Nord'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 Nord.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be 15 minutes before school begins and 30 minutes after school ends. While the Employee shall be available on-site 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. Workdays on which the Employee is expected to be on-site 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 Nord.

3. **Compensation**

The annual compensation for this position shall be $xxx, to be paid 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.

4. **Employee Benefits**

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

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by the School Board. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with Nord. 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 Nord from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

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

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 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 Nord, 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 Nord.

11. **Outside Professional Activities**
Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. Nord shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. **EMPLOYMENT AT-WILL**

Nord may terminate this Agreement and the Employee’s employment at any time with or without cause, with or without advance notice, and at Nord’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 Nord. 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 Nord on the terms specified herein.

2. All information I have provided to Nord 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 Nord 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: ______________

Nord Approval:

______________________________________________  ______________________
Hilary Tricerri, Board President                           Date

This Employment Agreement is subject to ratification and approval by the Governing Board of Nord.
Appendix A

Nord Country School
Principal/Superintendent Job Description

Qualifications
1. Appropriate state teaching certificate(s)
2. Bachelor of Science or Bachelor of Arts degree
3. Has a minimum of five years of successful teaching experience.
4. Has a minimum of two years of supervisory experience
5. Possesses skills in human relations, problem solving, decision making, student management and communications.
6. Successfully completes required criminal history check and has proof of U.S. citizenship or legal resident alien status.
7. Such alternatives to the above qualifications as the Board may find appropriate and acceptable

Reports To
Governing Board

Job Goal
Provide school-wide leadership so as to promote the educational development of each student and to ensure the effective operation of the school.

Administrative Responsibilities:
• Implements policies and directions of the governing board.
• Serves as the instructional leader and operational manager of the elementary school facility.
• Plans, designs, and conducts follow-through strategies pertaining to curriculum development and the implementation of instructional programs and activities designed to meet the unique needs of students and the educational community.
• Works closely with the school staff in identifying educational and instructional needs, and in developing long- and short-range plans to improve the instructional process.
• Plans, develops, organizes, conducts, and maintains performance evaluation information systems designed to ensure that site goals and objectives are achieved, and that all levels of staff adhere to School, state, and national educational standards and goals.
• Plans, develops, organizes, and administers support systems which provide optimal educational opportunities for elementary age pupils.
• Reviews, evaluates, requisitions, purchases, and allocates instructional supplies, materials, and equipment.
• Confers and consults with school personnel, parents, and pupils pertaining to educational and behavior management problems and alternative problem solutions.
• Directs, supervises, observes, assesses, and evaluates site personnel performance; establishes and maintains a positive team building and team management system.
• Confers with instructional and support personnel in developing alternative solutions to unusual or unforeseen problems.
• Participates in budget planning activities, and develops expenditure review and control procedures to ensure a cost beneficial and cost effective operational mode.
- Participates in the planning, development, implementation, interpretation, and administration of policies, rules and regulations, and negotiated employee agreements.
- Supervises, directs, and coordinates the assignment of instructional personnel and student classroom assignments.
- Establishes administrative review procedures to ensure maximum utilization of monetary and human resources, and to ensure the implementation of result priorities.
- Coordinates student and family assistance programs with local social service and youth service agencies.
- Plans, develops, and provides management reports pertaining to the functions, activities, and general educational climate of the school facility.
- Confers with site personnel in resolving rights disputes which may include conducting formal hearings.
- Conducts effective and efficient personnel management systems, including the recruitment, selection, retention, and separation of personnel.
- Responsible for managing, monitoring, and evaluating specially funded programs to ensure compliance with funding agency standards and guidelines.
- Continues personal Professional Development through attending trainings, conferences, seminars, webinars, and/or professional readings.

**Employment Terms and Conditions**

Equivalent of approximately 100% of full time for 225 days and additional days as deemed necessary. Salary and work year to be established by the NCS Board.
Appendix B
Staff Work Calendar
2022/23

**First Day of School:** August 17, 2022  
**Last Day of School:** May 26, 2023

School starts daily at 8:00 am. Dismissal time is dependent on grade level. Teachers should be on campus a minimum of 15 minutes before and 30 minutes after scheduled school time.

### School Holidays (No School)
- September 5, 2022
- November 11, 2022
- November 21 - 25, 2022
- December 23 – January 6, 2023
- January 16, 2023
- February 17, 2023
- February 20, 2023
- March 13-17, 2023
- April 7, 2023
- April 10, 2023
- Labor Day
- Veterans Day
- Thanksgiving Break
- Winter Recess
- Martin Luther King’s Birthday
- Lincoln’s Birthday
- President's Day
- Spring Break
- Good Friday
- Travel Day (Day After Easter)

### Trimesters K - 5
1. **1st Trimester (52 days)**  
   August 17 – October 28, 2022
2. **2nd Trimester (65 days)**  
   October 31 – February 24, 2023
3. **3rd Trimester (58 days)**  
   February 27 – May 26, 2023

### Semesters 6 - 8
1. **1st Quarter (41 days)**  
   August 17 – October 14, 2022
2. **2nd Quarter/1st Semester (49 days)**  
   October 17 – January 13, 2023
3. **3rd Quarter (42 days)**  
   January 17 – March 24, 2023
4. **4th Quarter/2nd Semester (43 days)**  
   March 27 – May 26, 2023

### Mandatory Staff Development
- August 12, 15 & 16, 2022
- May 30 & 31, 2023

### Minimum Days for Staff Development:
- Tuesday, September 27, 2022
- Tuesday, October 25, 2022
- Wednesday, November 2 – 4, 2022
- Tuesday, January 31, 2023
- Tuesday, February 28, 2023
- Tuesday, March 28, 2023
- Tuesday, April 25, 2023
- Thursday, May 25, 2023
- Friday, May 26, 2023