

## EMPLOYMENT MODIFICATION AGREEMENT

This Employment Modification Agreement (hereinafter the "Agreement") is between the Legacy Public Charter School (hereinafter "School") and Ms. Monika Gangwer (hereinafter "Ms. Gangwer"), a professional certificated teaching and professional certificated administrative employee of the School.

WHEREAS, Ms. Gangwer has entered into a contract for the 2012-2013 school year to serve as a .50 FTE 8, Title I teacher and a contract for the 2012-2013 school year to serve as a .50 FTE Co-Principal, with both such contracts indicating performance of such other duties as may be assigned, at any time during the term, for FTE the Teacher/Administrator is properly certified and endorsed.

WHEREAS, there is a need at this time to modify the employment status of Ms. Gangwer, for both her best interest and the best interest of the school; which both parties believe that employment modification would be in the best interest of each party;

THEREFORE, for and in full consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. Commencing on the 7th day of September, 2012, Ms. Gangwer will commence a period of Paid Reassignment.
  - a. This period of Paid Reassignment shall continue until June 30, 2013 unless otherwise mutually terminated by the parties to this Agreement at an earlier date.
2. During the period of Paid Reassignment, Ms. Gangwer shall be entitled to the following compensation:
  - a. Benefits that she is entitled to pursuant to her contractual status with the School including but not limited to medical insurance.
  - b. Salary to be paid each month in the shaded amounts as stated in Appendix A.
  - c. Upon signature of this Agreement, The next due payment to Ms. Gangwer can be expedited and made available to her.
3. Immediately and during the period of Paid Reassignment. Ms. Gangwer shall forego her current duties to the School under both her Standard Teachers Contract and her Standard Administrators Contract: Form A. She is not expected nor required to perform any duties for the School pursuant to these contracts for the remainder of the 2012-2013 school year.
  - a. In lieu of the duties referenced above, Ms. Gangwer shall perform duties, as periodically assigned by the Governing Board and/or the

School's Principal, from either her home or from another designated location appropriate for completion of the assigned task.

- b. During the period of Paid Reassignment and absent and specific request the School's Governing Board or Principal. Ms. Gangwer shall not be present it the School's property), absent specific preauthorization from the School's Principal or the School's Governing Board.

4. If during the course of the 2012-2013 school year, should Ms. Gangwer obtain a new position of employment, whether teaching or administrative, or in any other field, prior to starting work in the new position. Ms. Gangwer shall come to the Governing Board of the School and seek release from her contracts of employment.

- a. Ms. Gangwer's .50 FTE Administrative Contract runs from July 1, 2012 through June 30, 2013 and is for 220 days. Ms. Gangwer's Teaching Contract runs from August 1, 2012 through July 31, 2013 and is for 185 days.
  - i. Section four (4) and the request for contract release shall apply for each respective contract until the contract's expiration date.
- a. At its next meeting, the Governing Board shall grant Ms. Gangwer's request without any formal hearing, informal hearing, due process or other proceeding.
- b. Upon approval of Ms. Gangwer's request, the School's obligations outlined in Paragraph 2, above, will cease.
- c. Upon cessation of the employment relationship and cessation or compensation, pursuant to this section, the School shall provide Ms. Gangwer with an accounting or her compensation from September, 2012 through the date of employment cessation.
- d. Should Ms. Gangwer request and should Ms. Gangwer act in compliance with the terms of this Agreement, the School's Principal and/or the Governing Board will provide Ms. Gangwer with a letter of recommendation with regard to her teaching performance.

5. Matters relating to the cause or need for this Agreement and the Agreement itself, shall remain entirely confidential, excluding necessary releases to financial and/or tax advisors (who shall likewise maintain the confidentiality of this Agreement) and any required disclosures compelled by the Court Order or the Idaho Code as detailed below.

- a. Neither party shall disclose the existence of this Agreement or the matters forming the basis of this Agreement.
- b. A copy of the Agreement reached between the Parties shall be considered a Personnel File document contained in Ms. Gangwer's personnel file. The Agreement shall not be subject to Public Records Requests to the School.

- c. The notations on the School's Expenditure Based Website will accurately note the payment to Ms. Gangwer, described herein in paragraph (2), as "payroll."
  - d. With respect to any requests for personnel file materials, the School will comply with the terms and provisions of Idaho Law pursuant to Section 33- 1210, Idaho Code, as amended in the 2012 legislative session by H.B. 564, enacted as S.L. 2012 ch. 210 § 2.
  - e. Only the specific listing of items contained in the 20 12 amended legislation will be released to any prospective employer unless Ms. Gangwer requests that additional items be included in any release. This Agreement is not a specifically enumerated type of document and will not be provided pursuant to this amendment.
6. Ms. Gangwer shall maintain in strictest confidence, information she has learned with regard to the students of the School, her colleagues, (all teachers, all administrators and all classified personnel) agents of the School and the Governing Board.
- a. Ms. Gangwer shall comply with the confidentiality requirements of FERPA, HIPAA, IDEA and the Code of Ethics for Idaho Professional Educators. Any violation of such required confidentiality mandates reporting by the School and its personnel.
  - b. Ms. Gangwer shall not disparage, slander or defame either by her actions, words or communications: any employee of the School; agent of the School; Governing Board member of the School; any student of the School; or any actions of the School, its Governing Board, agents or employees.
  - c. Should Ms. Gangwer have any complaints or grievances, she shall, like every other employee of the School, follow the proper chain of command and any existing policy relating to the processing and communication of a grievance or complaints.
  - d. During her period of continued employment with the School, Ms. Gangwer shall model the Harbor Method core values, mission and vision in regard to all communications relating to the School.
7. Signature of this Agreement shall also be considered to be Ms. Gangwer submitting a non-revocable request for release from her Standard Contracts, effective June 30, 2013. However, so long as the actions and words of Ms. Ganger remain consistent with the terms and provisions of this Agreement and Ms. Ganger continue to model the Harbor Method core values, mission and vision, Ms. Gangwer shall be provided the option to return to the School for the 2013-2014 school year as a .50 FTE Junior High School teacher.
- a. On or before January 31, 2013. Ms. Gangwer shall advise the Governing Board, through communication with the School's Principal, as to whether or not she is interested in a .50 FTE teaching position at the School for the 20 13-2014 school year.

- b. Should Ms. Gangwer exercise this option to return, she must act and speak consistent with the Harbor Method core values, mission and vision and shall continue to abide by the provisions contained in Section 6 of this agreement including: confidentiality requirements; non-disparagement, slander and defamation requirements; as well as the complaints and grievances process.
8. The Parties to this Agreement will work cooperatively and expeditiously to exchange school and personal property in the possession of the other. Ms. Gangwer shall return all the school's property and, if such property is needed for any assigned projects, the property will be provided at such time the project is assigned.
9. Ms. Gangwer must execute this Agreement on or before the 13 of September, 2012.
  - a. Subsequent to the execution of this Agreement, a letter will be issued indicating that Ms. Gangwer will be absent from the School for the remainder of the school year and that the School looks forward to her return the next school year.
10. The parties to this agreement will forego any further process relating to Ms. Gangwer's contracts with the School.
  - a. The School will take no action pursuant to either Idaho Code 33-512, 33-513, 33-515 or Idaho Code 33-513(5) or any other applicable statute, contractual term or policy relating to the issue of her contracts and her contractual duties.
  - b. Ms. Gangwer hereby knowingly and intentionally waives any and all rights, both procedural and substantive. pursuant to Idaho Code 33- 512,33-513,33-515 or Idaho Code 33-513(5) as well as with regard to any other applicable statute, contractual term or policy relating to the issue of her contracts, her contractual duties renewal of contracts or non-renewal of contracts with the School.
11. Ms. Gangwer shall have an affirmative duty, during the duration of this Agreement, to provide the School with contact information.

School records currently show that she resides at 4298 E. Thomas Mill Drive, Nampa, Idaho 83686. Should Ms. Gangwer have a change in residential address, she shall notify the School's Clerk and Principal of her change of address within three (3) working days. Upon execution of this Agreement, Ms. Gangwer shall provide to the School's Clerk and Principal a phone number in which she can be reached. Should Ms. Gangwer have a change in telephone contact number, she shall notify the School's Clerk and Principal of the change within three (3) working days.

- c. Upon execution of this Agreement, Ms. Gangwer shall provide to the School's Clerk and Principal emergency contact information, including a name of an emergency contact, residential address and telephone number. This information shall be used only in the event the School is unable to contact Ms. Gangwer for a period of three (3) consecutive working days.
- d. Should Ms. Gangwer be absent from the region (i.e. vacation) and temporarily unavailable to receive assignments from the School's Board or Principal, Ms. Gangwer shall notify the School's Clerk of her absence and the expected period of such absence, identifying a return, date.

12. The School shall not report Ms. Gangwer's separation from the District to the separation to the State Department of Education, Professional Standards Commission.

13. The Parties to this Agreement hereby knowingly, intentionally and voluntarily waive any and all causes of action that they may have, by whatever name, nature, title or description, including claims grounded in statute, contract, policy, common law or constitutions, that they may have against each other, their agents, administrative employees, board members, representatives or successors, in any manner relating to Ms. Gangwer's employment with the School or the modification or the cessation of her employment with the School.

- a. However, any and all claims brought by a third person relating to allegations of inappropriate conduct of Ms. Gangwer, vis-a-vis students, while she was employed by the School, Ms. Gangwer's and the School's rights (or lack thereof) to indemnification, contribution and/or defense shall be governed by the Idaho Tort Claims Act, including but not limited to Idaho Code 9-903, as well as any applicable insurance policies.

14. In exchange for the above, Ms. Gangwer waives and forgoes any right to notice, due process, formal hearings or informal hearings as such may be applicable pursuant to Idaho Code, Idaho Constitution or U. S. Constitution, or school policy and fully consents to all actions taken with regard to her employment.

15. The School, its agents and employees make no admission or fault or wrong doing with regard to the employment of Ms. Gangwer or the modification of or the cessation of the employment of Ms. Gangwer. Likewise, Ms. Ganger makes no admission of fault or wrongdoing with regard to her employment.

Ms. Gangwer acknowledges that she has freely and willingly entered into this Agreement and that she has had adequate time, opportunity resources to consult with legal counsel of her choosing regarding any and all aspects of this Agreement.

Ms. Gangwer attests that she is competent and has the legal capacity to enter into this Agreement, and has done so out of her own volition, under no duress or undue influence. Ms. Gangwer attests that she has the full power and authority to enter into and execute this Agreement.

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Ms. Gangwer further attests that in arriving at the decision to enter into this Agreement, she relied only upon those promises and representations set forth herein.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, employees and assigns.

The provisions of this Agreement contain the entire agreement of the parties with no respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral shall have the effect of altering the terms. No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties. The Parties have agreed that electronic signatures serve as the equivalent for original. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by and subject to the Laws of the state of Idaho. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement effective of the day and year first above written:

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chairman,  
Legacy Charter School  
On Behalf of Board of Trustees

\_\_\_\_\_  
Monika Gangwer

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APPENDIX A

Contract Start Date	7/1/2012 Administrator	8/1/20U Teaching	8/1/2012 Title 1
Month	Contract \$ 40,000.00	Contract \$ 35,000.00	Teacher \$ 5,000.00
Amt. Pd	July	3333.33	
	Aug	3333.33	2916.66
To be-pd.	Sept	3333.33	416.67
	Oct	3333.33	2916.66
	Nov	3333.33	2916.66
	Dec	3333.33	2916.66
	Jan	3333.33	2916.66
	Feb	3333.33	2916.66
	Mar	3333.33	2916.66
	Apr	3333.33	2916.66
	May	3333.33	2916.66
	June	3333.37	2916.66
	July		2916.74
Total Pymts	40000	35000	

Please note that the Title I Teacher amount is paid with Federal Funds for duties performed at school. Mrs. Gangwer would not be able to perform these duties and therefore not be able to receive this payment.

July and August payments have been made. Payroll is prepared on the 25th of each month.