

AT-WILL EMPLOYMENT AGREEMENT
Between
ENCORE EDUCATION CORPORATION & SABRINA BOW

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

WHEREAS, EEC and the Employee wish to enter into a temporary employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EEC has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* EEC has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, EEC 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, EEC 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 EEC, and the employee signing below expressly recognizes that he/she is being employed by EEC and not the District.
3. Pursuant to Education Code section 47610, EEC 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. EEC shall be deemed the exclusive public school employer of the employees at EEC for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of Interim Executive Director on a temporary basis. The Employee will perform such duties as EEC may reasonably assign and the Employee will abide by all of EEC’s policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by EEC’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 EEC.

2. **Work Schedule**

The minimum daily work schedule for this full-time position shall be **Monday through Friday, during regular business hours**. The interim role begins on December 15, 2021. The position is on-site but the Employee may work remotely from home (in California) for a maximum of twelve (12) business days a month, provided the Employee's absence does not negatively impact school operations. If the Board determines that EEC is negatively impacted by not having the Employee on-site more days, the Board may reduce the frequency of the Employee's remote work to six (6) days per month without further revision to the Agreement. While the Employee shall generally be available at EEC during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day.

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 will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EEC.

3. **Compensation**

The compensation for this position shall be \$15,292.31 per month, subject to all regular withholdings, and paid according to the scheduled paydays for EEC. The Employee's compensation may be prorated depending on whether she remains employed, or in active work status, for the entire year. The first month of Employee's employment is prorated based on a December 15, 2021 start date. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits:**

a. **Health/Retirement Benefits.** The Employee shall be entitled to participate in employer sponsored health benefits. The Employee acknowledges that she has declined any contribution toward health benefits by EEC. The Employee may participate in EEC retirement plans and programs consistent with plan eligibility requirements.

b. **Vacation Leave.** As a temporary employee, the Employee shall not be entitled to vacation.

c. **Sick Leave.** The Employee shall be entitled to paid sick as provided for in the Employee Handbook.

5. **Performance Evaluation**

The Board shall evaluate the performance of the Employee after ninety days (90) of employment. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he/she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's ability to release the Employee on an at-will basis as outlined below.

6. **Employee Rights**

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

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 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 she is a child care custodian and is certifying that 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 she 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 EEC, 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 her employment with EEC.

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

12. **Expense Reimbursement**

EEC shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable EEC policy and with advanced Board authorization.

13. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. **Required Reimbursements**

The Employee shall be required to reimburse EEC for any salary or fees she receives from EEC in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse EEC for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

C. **EMPLOYMENT AT-WILL**

The Employee is a temporary at-will employee of EEC. EEC may terminate this

Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at EEC'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 her employment may be altered at any time, with or without cause, at the discretion of EEC. 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 term 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 EEC on the terms specified

herein.

2. All information I have provided to EEC 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 EEC 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: _____

EEC Approval:

Dated: _____
Chandale Sutton, Vice Chair

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