

FIXED TERM EMPLOYMENT AGREEMENT
Between
ENCORE EDUCATION CORPORATION & DR. SABRINA BOW

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

RECITALS

WHEREAS, EEC is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, EEC is authorized pursuant to the terms of the Charter to appoint and hire Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, EEC desires to retain the services of the Employee of EEC by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and EEC desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE.**

Subject to Section 12, “Termination of Contract” herein, EEC hereby employs the Employee to serve as the Executive Director for a term of approximately twenty-eight (28) months, commencing on March 9, 2022, and ending June 30, 2024.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, during regular business hours. 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 without further revision to the Agreement.

As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule, as well as before and after the regular work year or

hours of the workday. 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.

2. **COMPENSATION.** The Employee shall receive a gross base salary of \$182,400 per year (\$15,200 per month) through June 30, 2022. Effective July 1, 2022, the Employee shall receive an increase in gross base salary to \$187,200 per year (\$15,600 per month) thereafter. The Employee's salary shall be prorated and paid twice monthly over twelve (12) months on EEC's regularly scheduled paydays. EEC shall make any required payroll withholdings and authorized deductions from the Employee's gross base salary. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all workdays for the position.

Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional salary increases or bonuses from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional pay for performing duties outside of the scheduled work year/day.

The Employee may be subject to salary reductions, furloughs, or work reductions in the same manner as other employees of EEC. However, the Employee shall not have her salary reduced or be furloughed unless the Board determines there is a financial need for the reduction and the Board votes unanimously to approve it. This section shall not apply to payroll deductions for absences, leaves, garnishments, or other regular payroll adjustments.

3. **BENEFITS.**
 - a. **Health/Retirement 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, including any 403 (b) retirement plan at EEC, consistent with plan eligibility requirements. If the Employee loses her current health benefits, the parties may renegotiate the "Compensation" and "Benefits" sections of the Agreement.
 - b. **Paid Personal Leave.** The Employee is also entitled to Paid Personal Leave as established in the Employee Handbook. Paid Personal Leave may be used with prior scheduling approval by the Board.
 - c. **Sick Leave.** The Employee shall be entitled to paid sick leave as provided for in the Employee Handbook.
 - d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.

Section 3, "Benefits" is subject to renegotiation by the parties at the end of each school year, beginning in 2023.

4. **DUTIES.** The Employee shall perform the duties of Employee as outlined below, directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.** The Executive Director position is a twelve (12) month/year-round position. In accordance with the term of this Agreement, the Employee shall be required to work a minimum of **219** days throughout each year, consistent with the attached school calendar which is incorporated by reference as **Attachment B** to this Agreement.
6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and the performance objectives set out by the Board with the Employee. The Board will meet with the Employee to establish the goals for the year, the performance objectives for the Employee, and the performance evaluation criteria by or before the start of each school year. 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 or 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 right to terminate this Agreement pursuant to Section 12.
7. **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 authorization.
8. **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 and will be required to submit evidence from a licensed physician 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.
9. **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.
10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, 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 her employment with EEC. In addition, this Section shall be applied specifically to the Employee engaging, directly or indirectly, in the industry of EEC. This includes but is not limited to, communicating with related business owners, partners, members, officers, or agents; being employed by any related business; being self-employed in a related business; or soliciting any customer, client, affiliate, vendor, or any other relationship of EEC. This Section shall be in effect for fourteen (14) days following the Employee's termination.

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. **TERMINATION OF CONTRACT.**

This Agreement may be terminated by any of the following:

a. **Termination For Cause.** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

b. **Early Termination Without Cause.** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared workdays) for the term of this Agreement or for a period of one (1) month following the effective date of termination, whichever is less.

c. **Death or Incapacitation of the Employee.** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

d. **Revocation/Nonrenewal.** In the event that the EEC charter with its granting agency is either revoked or nonrenewed, 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.

13. **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.

14. **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 Executive Director multiplied by 12.
 - b. **Required Reimbursements.** The Executive Director 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 her office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Executive Director 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 her office/position.
15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.
18. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.
19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of EEC

DATED: _____

By: _____
Dr. Sabrina Bow, Executive Director

DATED: _____

By: _____
Rob Gabler, Board Chair

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