



## Encore JR/SR High School

### Regular Encore Board of Director's Meeting - June 29, 2024

Published on June 26, 2024 at 1:13 PM PDT

Amended on June 26, 2024 at 2:32 PM PDT

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#### Date and Time

Saturday June 29, 2024 at 1:30 PM PDT

#### Location

Encore High School  
16955 Lemon Street  
Hesperia, CA 92345

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>1:30 PM</b>
<b>A.</b> Call the Meeting to Order		Chandale Sutton	
<b>B.</b> Record Attendance		Chandale Sutton	1 m
<b>C.</b> Public Comment		Chandale Sutton	1 m
<b>D.</b> Approval of the Agenda	Vote	Chandale Sutton	1 m
<b>E.</b> Board Member Comments	Discuss	Chandale Sutton	6 m
<b>II. Consent Items</b>			<b>1:39 PM</b>
<p>It is recommended that the board considers approving a number of agenda items as a consent list. These items can be enacted in one motion without further discussion. Consent items may be called up by any member at the meeting for clarification, discussion, or change.</p>			
<b>A.</b> Approval of Board Meeting Minutes	Approve Minutes	Chandale Sutton	1 m
<p>*6/10/24 Regular Board Meeting *6/17/24 Regular Board Meeting</p>			
<b>III. Human Resources</b>			<b>1:40 PM</b>
<b>A.</b> Approval of Reduction in force for 2024-2025 school year	Vote	Chandale Sutton	10 m
<b>IV. Open Session Discussion/Action Items:</b>			<b>1:50 PM</b>
<b>A.</b> Review of Comparable Compensation Data for Charter School Heads of School/Executive Directors/CEOs	Discuss	Chandale Sutton	3 m
<b>V. Adjourn to Closed Session</b>			<b>1:53 PM</b>
<p>Pursuant to Government Code Section 54957, the Board may adjourn to closed session as agendaed during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or acquisition of land or facilities as authorized under law. The Board will</p>			

	Purpose	Presenter	Time
adjourn to closed session in a private area for discussion and may take action on the following closed session items.			
<b>A.</b> Public Employment Title: Executive Director/Principal	Discuss	Chandale Sutton	30 m
<b>B.</b> Reconvene from Closed Session After the closed session is complete, the Board will reconvene and report any action taken during closed session to the extent required by law.	FYI	Chandale Sutton	5 m
<b>VI. Open Session Discussion/Action Items</b>			<b>2:28 PM</b>
<b>A.</b> Oral report of executive compensation paid to the Executive Director/Principal	Discuss	Chandale Sutton	5 m
<b>B.</b> Approval of Employment Agreement for the Executive Director/Principal	Vote	Chandale Sutton	5 m
<b>VII. Closing Items</b>			<b>2:38 PM</b>
<b>A.</b> Adjourn Meeting	Vote	Chandale Sutton	2 m

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# Coversheet

## Approval of Board Meeting Minutes

**Section:** II. Consent Items  
**Item:** A. Approval of Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** 2024\_06\_10\_board\_meeting\_minutes.pdf  
2024\_06\_17\_board\_meeting\_minutes.pdf

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## Encore JR/SR High School

### Minutes

#### Regular Encore Board of Directors Meeting - June 10, 2024

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**Date and Time**

Monday June 10, 2024 at 6:30 PM

**Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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**Directors Present**

C. Sutton, I. Rapier, K. Lutz, R. Magana

**Directors Absent**

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None

### Guests Present

A. Barkdull, I. Garcia, J. Grant, J. Schwarck, J. Simmons (remote), J. Thibodeaux, John Arndt (remote), P. Alaimalo, S. Adriaan, S. Bow

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## I. Opening Items

### A. Call the Meeting to Order

C. Sutton called a meeting of the board of directors of Encore JR/SR High School to order on Monday Jun 10, 2024 at 6:38 PM.

### B. Record Attendance

### C. Public Comment

No Public Comment

### D. Approval of the Agenda

K. Lutz made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

I. Rapier Aye

C. Sutton Aye

K. Lutz Aye

R. Magana Aye

### E. Board Member Comments

No comments from the Board.

## II. Consent Items

### A. Approval of Board Meeting Minutes

K. Lutz made a motion to approve the minutes from Regular Encore Board of Directors Meeting - April 22, 2024 on 04-22-24.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

C. Sutton Aye

I. Rapier Aye

K. Lutz Aye

**Roll Call**

R. Magana Aye

**B. Williams Monitoring Third Quarterly Report 2023-24**

**C. Approval of 2024-25 Board Meeting Calendar**

K. Lutz made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

I. Rapier Aye

C. Sutton Aye

K. Lutz Aye

R. Magana Aye

**D. Approval of 2024-25 School Site Council Meeting Calendar**

K. Lutz made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

K. Lutz Aye

R. Magana Aye

C. Sutton Aye

I. Rapier Aye

**E. Approval of 2024-25 Modified Administrative Staff Calendar**

K. Lutz made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye

R. Magana Aye

I. Rapier Aye

K. Lutz Aye

**III. Items Pulled From Consent Calendar**

**A. Items Pulled From Consent Calendar**

No Items Pulled

**IV. Staff Reports**

**A.**

### **Executive Director's Report**

Class of 2024 awarded with over 9 million dollars in Scholarships. Social Media campaign begins with a revised Encore website, school tours to include Tuesday evenings and Wednesday mornings, and layering in campaign through Facebook and Instagram. 65 days until the first day of school.

### **B. Principal's Report**

The year ended with 8th grade promotion and senior graduation on the same day and received positive feedback on this. Staff ended with reflections and feedback. Working on revising the Student Handbook to address issues such as cell phone and dress code policies.

### **C. Staff Liaison Report**

Jennifer Grant read the Staff Liaison Report that was provided as an attachment from Sandi Del Sole. This report was from the May board meeting that was canceled and unable to be presented.

## **V. Curriculum and Instruction**

### **A. Approval of Variable Term Waiver Requests**

I. Rapier made a motion to Approve.

K. Lutz seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

I. Rapier Aye

R. Magana Aye

K. Lutz Aye

C. Sutton Aye

### **B. Approval of Establishment of Committee on Assignments**

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

R. Magana Aye

I. Rapier Aye

C. Sutton Aye

K. Lutz Aye

### **C. Desert Mountain Charter SELPA Special Education Local Plan Update 2024-2025**

K. Lutz made a motion to Approve.

R. Magana seconded the motion.



The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye  
I. Rapier Aye  
R. Magana Aye  
K. Lutz Aye

**D. Public Hearing of Encore 2024-27 Proposed Local Control Accountability Plan (LCAP)**

K. Lutz made a motion to open the hearing.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

I. Rapier Aye  
K. Lutz Aye  
C. Sutton Aye  
R. Magana Aye

No members of the public present. Closed at 7:02pm.

**E. Presentation of Encore 2024-27 Local Control Accountability Plan (LCAP)**

LCAP is a three-year document that outlines the schools overall goals.

**VI. Budget and Finance**

**A. Approval of April 2024 Financials**

I. Rapier made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye  
R. Magana Aye  
I. Rapier Aye  
K. Lutz Aye

**B. Public Hearing of Encore 2024-25 Proposed Adopted Budget**

K. Lutz made a motion to open the hearing.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Magana Aye  
I. Rapier Aye  
C. Sutton Aye

**Roll Call**

K. Lutz Aye

No members of the public present. Closed at 7:41pm.

**C. Presentation of Encore 2024-25 Proposed Adopted Budget**

Presented by John Arndt of ICON. Transportation expenditure is not included in this budget.

**D. Approval of ICON School Management Master Service Agreement Addendum**

R. Magana made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

K. Lutz Aye

I. Rapier Aye

C. Sutton Aye

R. Magana Aye

**E. Approval of 2024-25 Charter School Advisory Services Agreement between Encore Education Corporation and Key Charter Advisors, LLC**

I. Rapier made a motion to Approve.

K. Lutz seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye

R. Magana Aye

K. Lutz Aye

I. Rapier Aye

**VII. Governance**

**A. Approval of BP 6173 Education for Homeless Children and Youth Policy**

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye

I. Rapier Aye

K. Lutz Aye

R. Magana Aye

**VIII. Adjourn to Closed Session**

**A. Reconvene from closed session**

Reconvened from Closed Session at 10:31pm. No reportable action taken.

**IX. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:32 PM.

Respectfully Submitted,  
C. Sutton

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**Documents used during the meeting**

- WILL-ThirdQtrlyRpt-2023-24-Encore.pdf
- Encore Board Meeting Calendar 24-25.pdf
- School Site Council Meetings 24-25 .pdf
- 2024-25 Modified Administrative Staff Calendar.pdf
- Staff Liaison Report for 05-20-2024.pdf
- Memo re Variable Term Waiver Request.pdf
- Memo re Establishment of Committee on Assignments.pdf
- 2024-25 DMCS Local Plan Section D and Attachment.pdf
- 2024-25 DMCS Local Plan Section B Governance and Administration.pdf
- 2024\_Local\_Control\_and\_Accountability\_Plan\_Encore\_Education\_Corporation\_20240610.pdf
- Apr '24 Encore Financial Report.pdf
- Encore - Budget Projection 2024-25 (for Board meeting).pptx
- Encore Master Service Agreement (24-25, 25-26 Addendum #1).pdf
- 2024-25 Agreement with Key Charter Advisors LLC.pdf
- BP 6173 Education for Homeless Children and Youth Policy FOR BOARD APPROVAL JUNE 10, 2024.pdf

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## Encore JR/SR High School

### Minutes

#### Regular Encore Board of Directors Meeting - June 17, 2024

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**Date and Time**

Monday June 17, 2024 at 6:30 PM

**Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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**Directors Present**

C. Sutton, I. Rapier, K. Lutz, R. Magana

**Directors Absent**

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None

### **Guests Present**

J. Grant, J. Schwarck, P. Alaimalo

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## **I. Opening Items**

### **A. Call the Meeting to Order**

C. Sutton called a meeting of the board of directors of Encore JR/SR High School to order on Monday Jun 17, 2024 at 6:47 PM.

### **B. Record Attendance**

### **C. Public Comment**

No members of the public for public comment.

### **D. Approval of the Agenda**

I. Rapier made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

I. Rapier Aye

C. Sutton Aye

K. Lutz Aye

R. Magana Aye

### **E. Board Member Comments**

No comments from board members.

## **II. Budget and Finance**

### **A. Approval of 2024-25 Consolidated Application**

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

K. Lutz Aye

I. Rapier Aye

C. Sutton Aye

R. Magana Aye

### III. Governance

#### A. Approval of Workplace Violence Prevention Plan

I. Rapier made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

I. Rapier Aye

R. Magana Aye

C. Sutton Aye

K. Lutz Aye

#### B. Open Session Item

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

Consolidate Executive Director and Principal position.

The board **VOTED** to approve the motion.

##### Roll Call

I. Rapier Aye

K. Lutz Aye

R. Magana Aye

C. Sutton Aye

### IV. Closing Items

#### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:30 PM.

Respectfully Submitted,

C. Sutton

R. Magana made a motion to Adjourn.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

C. Sutton Aye

I. Rapier Aye

K. Lutz Aye

R. Magana Aye

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### **Documents used during the meeting**

- 2024-25 CARS Spring Release- Encore (Draft for Board Approval).pdf
- Workplace Violence Prevention Plan (Encore) for Board Approval June 17, 2024.pdf

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# Coversheet

## Approval of Reduction in force for 2024-2025 school year

**Section:** III. Human Resources  
**Item:** A. Approval of Reduction in force for 2024-2025 school year  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Encore\_Board\_Resolution\_\_Reduction\_in\_Force\_(4875-7914-4908.v1).pdf

**ENCORE EDUCATION CORPORATION**  
**Board Resolution #2024-001**  
**for**  
**Reduction in Force for 2024-2025 Academic Year**

Purpose

Encore Education Corporation (“EEC”) experienced a significant financial hardship during the 2024-2025 academic year which has prompted the Board of Directors to take immediate steps to protect EEC from a risk of harm or further financial loss. With student enrollment currently below expectations, EEC must make corresponding changes to school programs to effectuate cost savings. For these reasons, the Board of Directors of EEC is approving a Reduction in Force (“RIF”) to be carried out before the beginning of the 2024-2025 school year. The final day of employment for employees impacted by the RIF will be as indicated in their notice of reduction of force letter.

Scope

The Board of EEC has determined that the RIF will target all nonessential positions. EEC will attempt to preserve as many core instructional positions as practicable. It will aim to eliminate or reduce departments that may be considered relatively overstaffed. Overstaffing is determined by estimating how many employees are needed to operate the department at the present size and enrollment of EEC when compared with EEC’s budget.

Criteria

To avoid any appearance of preference or favoritism, job classifications that are to be eliminated will be selected based on the job role itself, without regard to the specific staff member(s) in the position(s).

**ENCORE EDUCATION CORPORATION**  
**Board Resolution #2024-003**  
**for**  
**Reduction in Force of 2024-2025 Academic Year**

For job classifications undergoing a reduction in the number of positions (and not an elimination of all positions), EEC will be fair and impartial in selecting individuals. The Executive Director shall select staff members for separation in impacted job positions based on the following criteria:

1. Length of service
2. Job performance
3. Overall cost
4. Ability to be restaffed in the future
5. Needs of the program

Termination

Employees in the positions reduced or eliminated do not have rehire rights or preference in hiring, although they may apply for re-employment with EEC as positions become available and are posted for hire to the public.

**PASSED AND ADOPTED** by the Encore Education Corporation Board of Directors on June 29, 2024.

Signed:

\_\_\_\_\_  
Chandale Sutton, Board Chair

Date \_\_\_\_\_

# Coversheet

## Review of Comparable Compensation Data for Charter School Heads of School/Executive Directors/CEOs

**Section:** IV. Open Session Discussion/Action Items:  
**Item:** A. Review of Comparable Compensation Data for Charter School Heads  
of School/Executive Directors/CEOs  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Encore Executive Compensation Comparability Study June 2024.pdf

## **Governing Board of Encore Junior and Senior High School for the Arts Summary of Compensation and Benefits Survey Data for Executive Director**

**June 2024**

Prior to Board action to approve any decisions regarding executive compensation (including approval of base salary increases, incentive compensation, bonuses, etc.), the Board must first exercise due diligence (review of comparable compensation practices) to ensure compliance with IRS restrictions on excess compensation for nonprofit executives, including a charter school Executive Director. The Board's review and approval of the executive compensation must occur: initially upon hiring the executive; whenever the term of employment, if any, is renewed or extended; and whenever the officer's compensation is modified.

In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits. If the IRS determines compensation is not reasonable, severe consequences may result.

The following is a summary of findings following review and comparison of a sampling of total compensation levels received by educational leaders in Southern California. Compensation figures are from the State Controller's Office or from the Internal Revenue Service (Form 990) for the 2022 calendar or fiscal year (the most recent available). Student enrollment figures are from the California School Dashboard for the 2023 calendar year. The Executive Director of Encore Junior and Senior High School for the Arts oversees one charter school in San Bernardino County with a total population of approximately 630 students. Based on these facts, this study compared salary packages of similarly situated public school leaders. The six charter schools surveyed in this summary have an average population of approximately 550 students.

Of the educational leaders sampled, the average total compensation package (base salary plus other compensation) is approximately \$201,823. The average base salary is approximately \$166,291. The range of base salary is \$89,730 to \$260,175. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

These salaries are from the 2022 calendar or fiscal year. As a result, conservatively adding 5% for each year to reach updated figures for the 2024-2025 school year would provide an average total compensation of \$222,005, and an average base salary of \$182,920.

<b>Helendale Elementary (San Bernardino County)</b>	<b>678 Students</b>
Superintendent	
<b>Total Compensation Package</b>	<b>\$329,019</b>
Base Salary	\$260,175
Other Compensation (Benefits and Retirement)	\$68,844
<b>Southern California Flex Academy (San Bernardino County)</b>	<b>569 Students</b>
CEO	
<b>Total Compensation Package</b>	<b>\$191,283</b>
Base Salary	\$167,000
Other Compensation (Benefits and Retirement)	\$24,283
<b>ASA Charter School (San Bernardino County)</b>	<b>319 Students</b>
Principal	
<b>Total Compensation Package</b>	<b>\$120,495</b>
Base Salary	\$96,503
Other Compensation (Benefits and Retirement)	\$23,992
<b>Savant Preparatory Academy of Business (San Bernardino County)</b>	<b>211 Students</b>
Executive Director	
<b>Total Compensation Package</b>	<b>\$109,557</b>
Base Salary	\$89,730
Other Compensation (Benefits and Retirement)	\$19,827
<b>Inland Leaders Charter School (San Bernardino County)</b>	<b>984 Students</b>
Executive Director	
<b>Total Compensation Package</b>	<b>\$216,997</b>
Base Salary	\$174,339
Other Compensation (Benefits and Retirement)	\$42,658
<b>NOVA Academy (Riverside/Orange Counties)</b>	<b>539 Students</b>
CEO	
<b>Total Compensation Package</b>	<b>\$243,586</b>
Base Salary	\$209,999
Other Compensation (Benefits and Retirement)	\$33,587

## Coversheet

### Oral report of executive compensation paid to the Executive Director/Principal

<b>Section:</b>	VI. Open Session Discussion/Action Items
<b>Item:</b>	A. Oral report of executive compensation paid to the Executive Director/Principal
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	Encore Board Report re Executive Compensation Comparability Study.pdf

## **BOARD REPORT**

### **ENCORE JUNIOR AND SENIOR HIGH SCHOOL FOR THE ARTS**

#### **OPEN SESSION**

**JUNE 2024**

#### **TOPIC/AGENDA ITEM:**

Executive Compensation Comparability Study

#### **ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):**

The California Nonprofit Integrity Act of 2004 mandates that the Board of Directors (“Board”) review comparable executive compensation packages for educational executives upon any of the following events: (1) initially upon hiring the educational executive; or (2) whenever the executive’s term of employment is renewed or extended; or (3) whenever the executive’s compensation is modified, unless the modification extends to substantially all employees in the organization (see Government Code §12586(g)).

In connection with the Board’s review of the Encore Junior and Senior High School for the Arts (“Encore”) Executive Director employment agreement, the Board must meet this due diligence requirement by reviewing and adopting a comparability study.

This review is essential in order to protect Encore (as a corporation) and the Board from IRS sanctions for “excess benefit transactions” and to establish a rebuttable presumption that the educational executive’s compensation is reasonable. Thus, the Board must meet the criteria set out by the IRS for conducting this review prior to any of the above changes in employment occurring. This review must occur without the participation of any individuals who possess a conflict of interest. Under the IRS regulations, any employees under the supervision of the Executive Director are automatically conflicted and must recuse themselves from any participation whatsoever in any aspect of this process.

Accordingly, outside counsel has produced a compensation comparability study (attached) for the Board’s review.

#### **BOARD CHAIR’S RECOMMENDATION:**

Based upon the above requirements, it is my recommendation that the Board review and accept the report reflecting comparable compensation.



# Coversheet

## Approval of Employment Agreement for the Executive Director/Principal

**Section:** VI. Open Session Discussion/Action Items  
**Item:** B. Approval of Employment Agreement for the Executive  
Director/Principal  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Fixed Term Employment Agreement (Guillermo Munoz) (4855-7478-9324.v1) - signed.pdf

**FIXED TERM EMPLOYMENT AGREEMENT**  
**Between**  
**ENCORE JR./SR. HIGH SCHOOL FOR THE ARTS & DR. GUILLERMO MUNOZ**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Encore Jr./Sr. High School for the Arts (“Encore”), 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 Encore’ charter, and in implementing Encore’ policies and procedures. The parties recognized that the provisions of the California Education Code do not govern Encore, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

**RECITALS**

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

WHEREAS, Encore is authorized pursuant to the terms of the charter to appoint and hire the 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, Encore desires to retain the services of the Employee of Encore by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and Encore 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, Encore hereby employs the Employee to serve as the Executive Director(/Principal) for a term of one (1) year commencing on July 1, 2024, and ending June 30, 2025.

The Executive Director(/Principal) 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, with daily work hours at the school of **7:30 a.m. to 4:30 p.m.** As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, 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 Encore.

2. **COMPENSATION.** The Employee will receive a gross base salary of \$175,000.00 per year, 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 all scheduled workdays of 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 compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At Encore' expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to Encore' employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the rate of one (1) day per month (twelve [12] days annually) up to a maximum of twenty (20) days. Once the Employee accrues twenty (20) days of vacation, no further vacation leave shall accrue until some vacation time is utilized. During the first six (6) months of employment, vacation time will accrue but may not be utilized. Thereafter, vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall be frontloaded five (5) sick days annually. Sick days do not accrue or carry over from year to year and are not paid out.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the school annually.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and 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.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of **237** days throughout each year. Employee, if permitted to work up to 12 remote days during the summer beginning on June 2, 2025 through June 30, 2025.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description. 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.** Encore shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable Encore 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 health care provider 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 he or she is a childcare custodian and is certifying that he or 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, he or 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 the Employee's employment with Encore.

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. Encore shall in no way be responsible for any expense's 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 his 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 his 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 his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) months 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 his 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 Encore charters are either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the 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 Employee multiplied by twelve (12).
  - b. **Required Reimbursements.** The Employee shall be required to reimburse Encore for any salary or fees received from Encore in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee 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 Encore for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of 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.

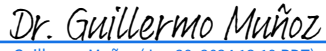
19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall 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 Encore

DATED: Jun 29, 2024

By:   
[Chandale Sutton \(Jun 29, 2024 13:15 PDT\)](#)  
Chandale Sutton, Board Chair

DATED: Jun 29, 2024

By:   
[Dr. Guillermo Muñoz \(Jun 29, 2024 13:19 PDT\)](#)  
Dr. Guillermo Munoz, Executive Director/(Principal)

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











# Fixed Term Employment Agreement (Guillermo Munoz) (4855-7478-9324.v1)

Final Audit Report

2024-06-29

Created:	2024-06-29
By:	Patricia Alaimalo (palaimalo@encorehighschool.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbti13wTSDFiIMmkUZ8isidiNV7ABaRkX

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-  Document created by Patricia Alaimalo (palaimalo@encorehighschool.com)  
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-  Email viewed by csutton@encorehighschool.com  
2024-06-29 - 8:09:55 PM GMT
-  Signer csutton@encorehighschool.com entered name at signing as Chandale Sutton  
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-  Document e-signed by Chandale Sutton (csutton@encorehighschool.com)  
Signature Date: 2024-06-29 - 8:15:17 PM GMT - Time Source: server
-  Document emailed to gmunoz333@hotmail.com for signature  
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-  Email viewed by gmunoz333@hotmail.com  
2024-06-29 - 8:16:29 PM GMT
-  Signer gmunoz333@hotmail.com entered name at signing as Dr. Guillermo Muñoz  
2024-06-29 - 8:19:16 PM GMT
-  Document e-signed by Dr. Guillermo Muñoz (gmunoz333@hotmail.com)  
Signature Date: 2024-06-29 - 8:19:18 PM GMT - Time Source: server
-  Agreement completed.  
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