

**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.

**R E C I T A L S**

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)
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-  Signer csutton@encorehighschool.com entered name at signing as Chandale Sutton  
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-  Email viewed by gmunoz333@hotmail.com  
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-  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)  
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