

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** January 5, 2016

**BOARD MEETING DATE:** January 14, 2016

**PREPARED BY:** Torrie Norton  
Associate Superintendent/Human Resources

**SUBMITTED BY:** Rick Schmitt  
Superintendent

**SUBJECT:** APPROVAL OF SALARY INCREASES FOR NON-REPRESENTED EMPLOYEE GROUPS / BP's #4341.1 Attachment A, Management Salary Schedule, #4441.2 Attachment A, Confidential Employees Salary Schedule, & #4541 Attachment A, Supervisory Employees Salary Schedule, and Amendment to Employment Contracts for Superintendent & Four Associate Superintendents

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## EXECUTIVE SUMMARY

There are three (3) groups of employees who are not represented in the collective bargaining process (Supervisory, Confidential, and Administration). The administration has a responsibility to recommend salaries for non-represented groups that are both competitive and within the district's ability to fund.

The following summarizes the recommended salary increase included in the attachments:

### 2015-16:

- Flex amounts for each non-represented group (minus \$2,000 health care credit) will be added to the salary schedule
- Salary increase of 7%

### 2016-17:

- Salary increase of 5.5%

## RECOMMENDATION

It is recommended that the Board approve the salary increases for the non-represented employee groups of Management, Confidential and Supervisory Employees, BP's #4341.1 Attachment A, Management Salary Schedule, #4441.2 Attachment A, Confidential Employees Salary Schedule, #4541 Attachment A, Supervisory Employees Salary Schedule, and amendment to employment contracts for the Superintendent and four Associate Superintendents, as shown in the attached supplements.

**FUNDING SOURCE:**

General Fund

Attachments: BP #4341.1 Attachment A, Management Salary Schedule  
BP #4441.2 Attachment A, Confidential Employees Salary Schedule  
BP #4541 Attachment A, Supervisory Employees Salary Schedule  
Amendment to Superintendent Contract  
Amendment to 4 Associate Superintendent Contracts

**PERSONNEL / MANAGEMENT****ITEM 18**  
**4341.1 Attachment A****MANAGEMENT SALARY SCHEDULE****Effective July 1, 2015 – December 31, 2015 (+\$8,978, +7%)<sup>1</sup>****CERTIFICATED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK DAYS
4	3	Principal, Sr. High School	131,688	138,055	144,734	151,756	220
4	4	Principal, Middle School	119,576	125,358	131,426	137,795	220
4	5	Asst. Principal, Sr. High School	112,109	117,535	123,236	129,222	210
4	6	Asst. Principal, Middle School	100,462	105,355	110,487	115,877	200
4	6	Program Supervisor – Special Education	100,462	105,355	110,487	115,877	200
4	7	Director of CTE, EL and Community Programs	112,109	117,535	123,236	129,222	215
4	8	Executive Director of Educational Services	134,948	141,640	148,664	156,041	222
4	10	Director of PPS and Alternative Programs	123,432	129,403	135,602	142,244	220
4	13	Coordinator of Special Education	109,622	115,048	120,739	126,715	220
4	13	Coordinator of Student Services	109,622	115,048	120,739	126,715	220
4	17	Director of Special Education	119,576	125,358	131,426	137,795	220

**CLASSIFIED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK YEAR
5	2	Chief Financial Officer	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Classified Personnel	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Human Resources	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Planning Services	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Technology Project Management	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Maintenance, Operations & Transp.	109,992	115,265	120,803	126,621	12 MO
5	2	Director of Information Technology	109,992	115,265	120,803	126,621	12 MO
5	3	Construction Project Manager – II	85,338	89,572	94,019	98,688	12 MO
5	4	Director of Nutrition Services	94,826	99,534	104,479	109,670	12 MO
5	4	Director of Purchasing & Risk Management	94,826	99,534	104,479	109,670	12 MO
5	4	Director of Student Information Services	94,826	99,534	104,479	109,670	12 MO
5	8	Chief Facilities Officer	131,181	137,549	144,228	151,250	12 MO
5	8	Executive Director of Planning Services	131,181	137,549	144,228	151,250	12 MO
5	9	Construction Project Manager – I	74,326	78,010	81,878	85,940	12 MO

Credit for previous management experience will be given consideration toward initial placement on the management salary schedule. Twelve days of sick leave for each year shall be allowed each full-time manager during the period of time under active contract with the District. All classified managers shall be governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of \$2,929 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

<sup>1</sup>This salary schedule implements the following increases, which recognize the transition from the Flexible Spending Account to the District Credit effective January 1, 2016:

- Flex increased to \$10,978 per year; amount of the increased Flex, less \$2,000 District Credit will be added to the salary schedule net of the amounts paid through December 31, 2015
- Salary Schedule increase of 7% to include above

**PERSONNEL / MANAGEMENT****ITEM 18**  
**4341.1 Attachment A****MANAGEMENT SALARY SCHEDULE****Effective January 1, 2016 – June 30, 2016 (+\$8,978, +7%)<sup>2</sup>****CERTIFICATED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK DAYS
4	3	Principal, Sr. High School	140,160	146,527	153,206	160,228	220
4	4	Principal, Middle School	128,048	133,830	139,898	146,267	220
4	5	Asst. Principal, Sr. High School	120,581	126,007	131,708	137,694	210
4	6	Asst. Principal, Middle School	108,934	113,827	118,959	124,349	200
4	6	Program Supervisor – Special Education	108,934	113,827	118,959	124,349	200
4	7	Director of CTE, EL and Community Programs	120,581	126,007	131,708	137,694	215
4	8	Executive Director of Educational Services	143,420	150,112	157,136	164,513	222
4	10	Director of PPS and Alternative Programs	131,904	137,875	144,074	150,716	220
4	13	Coordinator of Special Education	118,094	123,520	129,211	135,187	220
4	13	Coordinator of Student Services	118,094	123,520	129,211	135,187	220
4	17	Director of Special Education	128,048	133,830	139,898	146,267	220

**CLASSIFIED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK YEAR
5	2	Chief Financial Officer	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Classified Personnel	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Human Resources	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Planning Services	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Technology Project Management	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Maintenance, Operations & Transp.	118,970	124,243	129,782	135,599	12 MO
5	2	Director of Information Technology	118,970	124,243	129,782	135,599	12 MO
5	3	Construction Project Manager – II	94,316	98,550	102,997	107,666	12 MO
5	4	Director of Nutrition Services	103,804	108,512	113,458	118,648	12 MO
5	4	Director of Purchasing & Risk Management	103,804	108,512	113,458	118,648	12 MO
5	4	Director of Student Information Services	103,804	108,512	113,458	118,648	12 MO
5	8	Chief Facilities Officer	140,160	146,527	153,206	160,228	12 MO
5	8	Executive Director of Planning Services	140,160	146,527	153,206	160,228	12 MO
5	9	Construction Project Manager – I	83,304	86,988	90,856	94,918	12 MO

Credit for previous management experience will be given consideration toward initial placement on the management salary schedule. Twelve days of sick leave for each year shall be allowed each full-time manager during the period of time under active contract with the District. All classified managers shall be governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of \$2,929 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

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- Salary Schedule increase of 7% to include above

**PERSONNEL / MANAGEMENT****ITEM 18**  
**4341.1 Attachment A****MANAGEMENT SALARY SCHEDULE****Effective July 1, 2016 (+5.5%)****CERTIFICATED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK DAYS
4	3	Principal, Sr. High School	147,868	154,586	161,632	169,041	220
4	4	Principal, Middle School	135,091	141,191	147,593	154,312	220
4	5	Asst. Principal, Sr. High School	127,213	132,937	138,952	145,267	210
4	6	Asst. Principal, Middle School	114,925	120,087	125,501	131,188	200
4	6	Program Supervisor – Special Education	114,925	120,087	125,501	131,188	200
4	7	Director of CTE, EL and Community Programs	127,213	132,937	138,952	145,267	215
4	8	Executive Director of Educational Services	151,308	158,368	165,779	173,561	222
4	10	Director of PPS and Alternative Programs	139,159	145,458	151,998	159,006	220
4	13	Coordinator of Special Education	124,589	130,314	136,318	142,623	220
4	13	Coordinator of Student Services	124,589	130,314	136,318	142,623	220
4	17	Director of Special Education	135,091	141,191	147,593	154,312	220

**CLASSIFIED MANAGEMENT**

GROUP	RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	WORK YEAR
5	2	Chief Financial Officer	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Classified Personnel	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Human Resources	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Planning Services	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Technology Project Management	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Maintenance, Operations & Transp.	125,514	131,077	136,920	143,057	12 MO
5	2	Director of Information Technology	125,514	131,077	136,920	143,057	12 MO
5	3	Construction Project Manager – II	99,504	103,971	108,662	113,587	12 MO
5	4	Director of Nutrition Services	109,513	114,480	119,698	125,174	12 MO
5	4	Director of Purchasing & Risk Management	109,513	114,480	119,698	125,174	12 MO
5	4	Director of Student Information Services	109,513	114,480	119,698	125,174	12 MO
5	8	Chief Facilities Officer	147,868	154,586	161,632	169,041	12 MO
5	8	Executive Director of Planning Services	147,868	154,586	161,632	169,041	12 MO
5	9	Construction Project Manager – I	87,886	91,772	95,853	100,138	12 MO

Credit for previous management experience will be given consideration toward initial placement on the management salary schedule. Twelve days of sick leave for each year shall be allowed each full-time manager during the period of time under active contract with the District. All classified managers shall be governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of \$3,090 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

**CONFIDENTIAL EMPLOYEES - SALARY SCHEDULE**

**Effective July 1, 2015 – December 31, 2015 (+\$10,890, +7%)<sup>1</sup>**

Confidential Employees-Salary Schedule - Group 8

<b>EXECUTIVE ASSISTANT TO THE SUPERINTENDENT (RANGE 2)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	69,467	72,923	76,421	80,236	84,201	246
MONTHLY	5,789	6,077	6,368	6,686	7,017	
HOURLY	33.40	35.06	36.74	38.58	40.48	

<b>EXECUTIVE ASSISTANT (RANGE 1)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	61,725	64,685	67,870	71,220	74,695	246
MONTHLY	5,144	5,390	5,656	5,935	6,225	
HOURLY	29.68	31.10	32.63	34.24	35.91	

All employees on the Confidential Salary Schedule are governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

<sup>1</sup>This salary schedule implements the following increases, which recognize the transition from the Flexible Spending Account to the District Credit effective January 1, 2016:

- Flex increased to \$12,890 per year; amount of the increased Flex, less \$2,000 District Credit will be added to the salary schedule net of the amounts paid through December 31, 2015
- Salary Schedule increase of 7% to include above

**CONFIDENTIAL EMPLOYEES - SALARY SCHEDULE**  
**Effective January 1, 2016 – June 30, 2016 (+\$10,890, +7%)<sup>2</sup>**

Confidential Employees-Salary Schedule - Group 8

<b>EXECUTIVE ASSISTANT TO THE SUPERINTENDENT (RANGE 2)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	79,743	83,199	86,697	90,512	94,477	246
MONTHLY	6,645	6,933	7,225	7,543	7,873	
HOURLY	38.34	40.00	41.68	43.52	45.42	

<b>EXECUTIVE ASSISTANT (RANGE 1)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	72,001	74,961	78,146	81,497	84,971	246
MONTHLY	6,000	6,247	6,512	6,791	7,081	
HOURLY	34.62	36.04	37.57	39.18	40.85	

All employees on the Confidential Salary Schedule are governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and/or hours of regular employment

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- Salary Schedule increase of 7% to include above

**CONFIDENTIAL EMPLOYEES - SALARY SCHEDULE**  
**Effective July 1, 2016 (+5.5%)**

Confidential Employees-Salary Schedule - Group 8

<b>EXECUTIVE ASSISTANT TO THE SUPERINTENDENT (RANGE 2)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	84,129	87,775	91,465	95,491	99,673	246
MONTHLY	7,011	7,315	7,622	7,958	8,306	
HOURLY	40.45	42.20	43.97	45.91	47.92	

<b>EXECUTIVE ASSISTANT (RANGE 1)</b>	1	2	3	4	5	Annual Work Days
ANNUAL	75,961	79,084	82,444	85,979	89,644	246
MONTHLY	6,330	6,590	6,870	7,165	7,470	
HOURLY	36.52	38.02	39.64	41.34	43.10	

All employees on the Confidential Salary Schedule are governed by the Classified Merit System Rules and Regulations.

**LONGEVITY BENEFITS**

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and/or hours of regular employment

## SUPERVISORY

## 4541 ATTACHMENT A

**SUPERVISORY EMPLOYEES SALARY SCHEDULE**  
**Effective July 1, 2015 – December 31, 2015 (+\$8,978, +7%)<sup>1</sup>**

Title	1	2	3	4	5	Annual Work Days
	Annual	Annual	Annual	Annual	Annual	
	Monthly	Monthly	Monthly	Monthly	Monthly	
	Hourly	Hourly	Hourly	Hourly	Hourly	
<b>RANGE 4</b> Nutrition Services Supervisor	\$43,021	\$45,271	\$47,388	\$49,844	\$52,250	192
	\$3,585	\$3,773	\$3,949	\$4,154	\$4,354	
	\$20.68	\$21.76	\$22.78	\$23.96	\$25.12	
<b>RANGE 5</b> Food Service Coordinator Custodial Supervisor I	\$52,013	\$54,712	\$57,363	\$59,867	\$63,061	246
	\$4,334	\$4,559	\$4,780	\$4,989	\$5,255	
	\$25.01	\$26.30	\$27.58	\$28.78	\$30.32	
<b>RANGE 6</b> Nutrition Specialist Supv. Transportation Supv.	\$66,000	\$69,187	\$72,665	\$76,289	\$80,110	246
	\$5,500	\$5,766	\$6,055	\$6,357	\$6,676	
	\$31.73	\$33.26	\$34.94	\$36.68	\$38.51	
<b>RANGE 7</b> Grounds and Custodial Supervisor	\$71,190	\$74,631	\$78,388	\$82,302	\$86,429	246
	\$5,932	\$6,219	\$6,532	\$6,858	\$7,202	
	\$34.23	\$35.88	\$37.69	\$39.57	\$41.55	
<b>RANGE 8</b> <i>No classifications currently are allocated at this range.</i>	\$71,489	\$74,936	\$78,711	\$82,643	\$86,789	246
	\$5,957	\$6,245	\$6,559	\$6,887	\$7,232	
	\$34.37	\$36.03	\$37.84	\$39.73	\$41.73	
<b>RANGE 9</b> Maintenance Supervisor Technology Supervisor	\$76,891	\$80,677	\$84,655	\$88,915	\$93,377	246
	\$6,408	\$6,723	\$7,055	\$7,410	\$7,781	
	\$36.97	\$38.79	\$40.70	\$42.75	\$44.89	

All employees on the Supervisory Schedule are governed by the Personnel Commission's Rules and Regulations for the Classified Service (merit system).

#### Longevity Benefits

An increment of 2.5% salary for a 12-month, eight hours per-day, full-time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and hours of regular employment.

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## SUPERVISORY

## 4541 ATTACHMENT A

**SUPERVISORY EMPLOYEES SALARY SCHEDULE**  
**Effective January 1, 2016 – June 30, 2016 (+\$8,978, +7%)<sup>2</sup>**

Title	1	2	3	4	5	Annual Work Days
	Annual	Annual	Annual	Annual	Annual	
	Monthly	Monthly	Monthly	Monthly	Monthly	
	Hourly	Hourly	Hourly	Hourly	Hourly	
<b>RANGE 4</b> Nutrition Services Supervisor	\$51,493	\$53,743	\$55,860	\$58,316	\$60,722	192
	\$4,291	\$4,479	\$4,655	\$4,860	\$5,060	
	\$24.76	\$25.84	\$26.86	\$28.04	\$29.19	
<b>RANGE 5</b> Food Service Coordinator Custodial Supervisor I	\$60,485	\$63,184	\$65,835	\$68,339	\$71,533	246
	\$5,040	\$5,265	\$5,486	\$5,695	\$5,961	
	\$29.08	\$30.38	\$31.65	\$32.86	\$34.39	
<b>RANGE 6</b> Nutrition Specialist Supv. Transportation Supv.	\$74,472	\$77,659	\$81,137	\$84,761	\$88,582	246
	\$6,206	\$6,472	\$6,761	\$7,063	\$7,382	
	\$35.80	\$37.34	\$39.01	\$40.75	\$42.59	
<b>RANGE 7</b> Grounds and Custodial Supervisor	\$79,662	\$83,103	\$86,860	\$90,774	\$94,901	246
	\$6,638	\$6,925	\$7,238	\$7,564	\$7,908	
	\$38.30	\$39.95	\$41.76	\$43.64	\$45.63	
<b>RANGE 8</b> <i>No classifications currently are allocated at this range.</i>	\$79,961	\$83,408	\$87,183	\$91,115	\$95,261	246
	\$6,663	\$6,951	\$7,265	\$7,593	\$7,938	
	\$38.44	\$40.10	\$41.91	\$43.81	\$45.80	
<b>RANGE 9</b> Maintenance Supervisor Technology Supervisor	\$85,363	\$89,149	\$93,127	\$97,387	\$101,849	246
	\$7,114	\$7,429	\$7,761	\$8,116	\$8,487	
	\$41.04	\$42.86	\$44.77	\$46.82	\$48.97	

All employees on the Supervisory Schedule are governed by the Personnel Commission's Rules and Regulations for the Classified Service (merit system).

**Longevity Benefits**

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- Salary Schedule increase of 7% to include above

**SUPERVISORY EMPLOYEES SALARY SCHEDULE**  
**Effective July 1, 2016 (+5.5%)**

Title	1	2	3	4	5	Annual Work Days
	Annual	Annual	Annual	Annual	Annual	
	Monthly	Monthly	Monthly	Monthly	Monthly	
	Hourly	Hourly	Hourly	Hourly	Hourly	
<b>RANGE 4</b> Nutrition Services Supervisor	\$54,325	\$56,699	\$58,932	\$61,524	\$64,061	192
	\$4,527	\$4,725	\$4,911	\$5,127	\$5,338	
	\$26.12	\$27.26	\$28.33	\$29.58	\$30.80	
<b>RANGE 5</b> Food Service Coordinator Custodial Supervisor I	\$63,812	\$66,659	\$69,456	\$72,098	\$75,467	246
	\$5,318	\$5,555	\$5,788	\$6,008	\$6,289	
	\$30.68	\$32.05	\$33.39	\$34.66	\$36.28	
<b>RANGE 6</b> Nutrition Specialist Supv. Transportation Supv.	\$78,568	\$81,930	\$85,600	\$89,423	\$93,454	246
	\$6,547	\$6,827	\$7,133	\$7,452	\$7,788	
	\$37.77	\$39.39	\$41.15	\$42.99	\$44.93	
<b>RANGE 7</b> Grounds and Custodial Supervisor	\$84,043	\$87,673	\$91,637	\$95,766	\$100,120	246
	\$7,004	\$7,306	\$7,636	\$7,981	\$8,343	
	\$40.41	\$42.15	\$44.06	\$46.04	\$48.13	
<b>RANGE 8</b> <i>No classifications currently are allocated at this range.</i>	\$84,359	\$87,995	\$91,978	\$96,126	\$100,501	246
	\$7,030	\$7,333	\$7,665	\$8,011	\$8,375	
	\$40.56	\$42.31	\$44.22	\$46.21	\$48.32	
<b>RANGE 9</b> Maintenance Supervisor Technology Supervisor	\$90,058	\$94,053	\$98,249	\$102,744	\$107,451	246
	\$7,505	\$7,838	\$8,187	\$8,562	\$8,954	
	\$43.30	\$45.22	\$47.23	\$49.40	\$51.66	

All employees on the Supervisory Schedule are governed by the Personnel Commission’s Rules and Regulations for the Classified Service (merit system).

**Longevity Benefits**

An increment of 2.5% salary for a 12-month, eight hours per-day, full-time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee’s annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and hours of regular employment.

**FIRST AMENDMENT TO SUPERINTENDENT EMPLOYMENT CONTRACT  
BETWEEN THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND RICK SCHMITT**

This First Amendment to the Superintendent Employment Contract (the "First Amendment") is entered into as of January 14, 2016, by and between the Board of Education of the San Dieguito Union High School District ("District"), and Rick Schmitt ("Superintendent"), as follows:

**RECITALS**

**WHEREAS**, the District and Superintendent are parties to an Employment Contract dated September 3, 2015 (the "Agreement"), which is attached hereto;

**WHEREAS**, pursuant to Section 7 of the Agreement, any adjustments in salary must be mutually agreed to in the form of a written amendment;

**WHEREAS**, the District and Superintendent now desire to amend the Agreement in order to adjust the Superintendent's salary in a manner consistent with salary increases recently received by other certificated employees; and

**WHEREAS**, the District and Superintendent additionally desire to amend the Agreement in order to revise the cash and non-cash settlement provided in the event of termination in accordance with Assembly Bill 215.

**NOW, THEREFORE**, the District and Superintendent hereby agree as follows:

**AGREEMENT**

1. Salary. Section 7 (Compensation) of the Agreement is hereby amended, in its entirety, to read as follows:
  - A. Effective July 1, 2015, the Superintendent shall receive an annual salary of \$235,400 and \$2,929 in longevity benefits. Effective July 1, 2016, the Superintendent shall receive an annual salary of \$248,347 and \$3,090 in longevity benefits. The Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated in the Agreement, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.
2. Fringe Benefits. Section 8 (Professional Schedule, Fringe Benefits and Sick Leave), subsection B of the Agreement, is hereby amended, in its entirety, to read as follows:

B. Except as provided herein, the Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's certificated management employees. In lieu of receiving Flexible Spending Account (FSA) funds to pay for medical benefits, all medical benefits for the Superintendent and his family shall be fully paid for by the District. If the Superintendent retires from the District into STRS, he shall be eligible to receive individual coverage under a District health plan at the expense of the District as follows: (1) one year of postretirement health and welfare benefits for each year served as District Superintendent, or (2) until Medicare benefits become available to the retired Superintendent, whichever period is shorter. This benefit will not be available during any period of time in which the Superintendent is employed and receiving health and welfare benefits pursuant to such employment. In no event shall the retiree benefits vesting schedule applicable to the Superintendent be more advantageous to that available to certificated bargaining unit members.

3. Termination. Section 11 (Termination), subsections A and B of the Agreement, is hereby amended, in its entirety, to read as follows:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent's termination other than for cause (as defined in paragraph B below) the liquidated amount of damages owed by the Board shall be the base salary, as set forth in section 7 (A) above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Superintendent's salary in the new position. The parties agree that this provision, and subdivision (B), below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision, and subdivision (B), below, are intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

B. In the event of a termination without cause, the Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months. No other fringe benefits, including but not limited to travel or mileage reimbursement (Section 9.A) and the professional membership dues (Section 9.B) shall be earned, accrued, or paid after the date of termination.

4. Effective Date. This First Amendment shall be effective as of January 14, 2016.
5. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
6. Counterparts. This First Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Superintendent Employment Contract as of the day and year set forth above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Beth Hergesheimer  
President, Board of Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Schmitt  
Superintendent

**CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT, ADMINISTRATIVE SERVICES  
BETWEEN  
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND  
JASON VILORIA**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and JASON VILORIA ("Associate Superintendent" or "Employee").

It is hereby agreed as follows:

1. Term of Employment:

The term of this Agreement shall be from July 1, 2015, through June 30, 2019, and may be extended on an annual basis upon mutual agreement. In no event shall the term of this Agreement be longer than four (4) years. Any extension of this term shall be approved by the Board in open session.

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

3. Powers and Duties:

The Associate Superintendent shall discharge those responsibilities and have the authority of Associate Superintendent, Administrative Services, as outlined in the job description approved by the Board.

4. Evaluations:

A. The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once a year, in accordance with the terms herein and District Board Policy 4317, which is incorporated herein by this reference. If the Associate Superintendent's evaluation is deemed to be "satisfactory," the term of this Agreement may be extended by mutual consent of the Board of Trustees and Associate Superintendent. Any such extension shall be approved by the Board in open session.

5. Compensation:

A. Effective July 1, 2015, the Associate Superintendent shall receive an annual salary of \$175,000 and \$2,929 in longevity benefits. Effective January 1, 2016, the Associate Superintendent shall receive an annual salary of \$185,276 and \$2,929 in longevity benefits. Effective July 1, 2016, the Associate Superintendent shall receive an annual salary of \$195,466 and \$3,090 in longevity benefits. The Associate Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated herein, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.

B. The Associate Superintendent will not receive the Flexible Spending Account (FSA) previously provided. Instead, \$10,298 of the FSA funds previously provided to the Associate Superintendent under Board Policy 4345 have been permanently restructured into the Associate Superintendent's base salary, as authorized by and in accordance with Title 5, section 27600 of the California Code of Regulations. This restructured base salary is made effective on December 18, 2015.

6. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Associate Superintendent is a full-time management employee and shall have a two hundred and twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. The Associate Superintendent shall be entitled to take all paid holidays provided to other District management employees.

B. The Associate Superintendent shall be entitled to receive all fringe benefits, including health and welfare benefits, which are provided to the District's certificated management employees. This shall include any credit provided to certificated management employees for the purchase of medical benefits.

C. The Associate Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility, pursuant to Board Policy 4343. In no event shall the retiree benefits vesting schedule applicable to the Associate Superintendent be more advantageous to that available to certificated bargaining unit members.

D. The Associate Superintendent shall be entitled to paid vacation at the rate of twenty-four (24) days per school year. The District strongly urges the Associate Superintendent to take all vacation that is allocated to the position each year. In the event accrued vacation days plus current year vacation days' accumulation reach a maximum of forty-eight (48) days, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum of forty-eight (48) days is again reached.

E. The Associate Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Associate Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

B. The District encourages the Associate Superintendent to participate in professional and community organizations and activities. The District shall pay the Associate Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") and one additional professional association of choice that is related to public education or its administration. The Associate Superintendent is expected to regularly participate in these organizations.

C. The Associate Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends state and national functions, whenever the actual and necessary expenses of attendance shall be paid by the District.

D. With prior approval by the Superintendent, the Associate Superintendent may engage in outside professional activities including consulting, speaking, writing, and participating in professional associations related to education, provided said activities do not interfere with the Associate Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Associate Superintendent.

8. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Associate Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Associate Superintendent as a result of such termination, the parties agree that in the event of the Associate Superintendent's termination other than for cause (as defined below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Associate Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Associate Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

B. In the event of a termination without cause, the Associate Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Associate Superintendent is eligible for another employer-sponsored health plan, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

C. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth herein.

D. If the Associate Superintendent is convicted of a crime involving an abuse of office or position, the Associate Superintendent shall fully reimburse the District of any and all cash settlements received due to termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Associate Superintendent is placed on paid administrative leave pending an investigation, the Associate Superintendent shall fully reimburse the District if convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Associate Superintendent, the Associate Superintendent shall fully reimburse the District if the Associate Superintendent is convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the Associate Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Associate Superintendent: (1) refuses or fails to act in accordance with a specific provision of this

Agreement or direction or order of a majority of the Board; (2) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (3) is unable to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Associate Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Associate Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Associate Superintendent and Board shall have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Associate Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Associate Superintendent's meeting with the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent's administrative remedies.

F. The District and Associate Superintendent agree that the payment provided under Sections 8.A-B of this Agreement shall constitute the exclusive and sole remedy of any kind for termination of employment without cause and the Associate Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to said termination of employment. Further, upon acceptance of payment under 8.A-B, the Associate Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to employment by the Board, including, but not limited to, claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Associate Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Associate Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Associate Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Associate Superintendent.

9. Notice of Finalist in Search:

In all cases the Associate Superintendent shall immediately notify the Board of Education in the event of becoming a finalist in the selection process for a position with any other school district.

10. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

11. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

12. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

13. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

14. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

15. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd, Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

16. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Legal Counsel:

The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

19. Renewal of Agreement:

The Board may, but is not required to, notify the Associate Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2019, or, if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Associate Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Associate Superintendent by executing this Agreement.

20. Board Approval:

The parties recognize that, to be enforceable, this Agreement must be ratified by the Board in open session.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement to be effective on the day and year above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Schmitt  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Vioria  
Associate Superintendent, Administrative Services

**CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES  
BETWEEN  
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND  
ERIC DILL**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and ERIC DILL ("Associate Superintendent" or "Employee").

It is hereby agreed as follows:

1. Term of Employment:

The term of this Agreement shall be from July 1, 2015, through June 30, 2019, and may be extended on an annual basis upon mutual agreement. In no event shall the term of this Agreement be longer than four (4) years. Any extension of this term shall be approved by the Board in open session.

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

3. Powers and Duties:

The Associate Superintendent shall discharge those responsibilities and have the authority of Associate Superintendent, Business Services, as outlined in the job description approved by the Board.

4. Evaluations:

A. The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once a year, in accordance with the terms herein and District Board Policy 4317, which is incorporated herein by this reference. If the Associate Superintendent's evaluation is deemed to be "satisfactory," the term of this Agreement may be extended by mutual consent of the Board of Trustees and Associate Superintendent. Any such extension shall be approved by the Board in open session.

5. Compensation:

A. Effective July 1, 2015, the Associate Superintendent shall receive an annual salary of \$175,000 and \$2,929 in longevity benefits. Effective January 1, 2016, the Associate Superintendent shall receive an annual salary of \$185,276 and \$2,929 in longevity benefits. Effective July 1, 2016, the Associate Superintendent shall receive an annual salary of \$195,466 and \$3,090 in longevity benefits. The Associate Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated herein, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.

B. The Associate Superintendent will not receive the Flexible Spending Account (FSA) previously provided. Instead, \$10,298 of the FSA funds previously provided to the Associate Superintendent under Board Policy 4345 have been permanently restructured into the Associate Superintendent's base salary, consistent with the other Associate Superintendents. This restructured base salary is made effective on December 18, 2015.

6. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Associate Superintendent is a full-time management employee and shall have a two hundred and twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. The Associate Superintendent shall be entitled to take all paid holidays provided to other District management employees.

B. The Associate Superintendent shall be entitled to receive all fringe benefits, including health and welfare benefits, which are provided to the District's certificated management employees. This shall include any credit provided to certificated management employees for the purchase of medical benefits.

C. The Associate Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility, pursuant to Board Policy 4343. In no event shall the retiree benefits vesting schedule applicable to the Associate Superintendent be more advantageous to that available to certificated bargaining unit members.

D. The Associate Superintendent shall be entitled to paid vacation at the rate of twenty-four (24) days per school year. The District strongly urges the Associate Superintendent to take all vacation that is allocated to the position each year. In the event accrued vacation days plus current year vacation days' accumulation reach a maximum of forty-eight (48) days, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum of forty-eight (48) days is again reached.

E. The Associate Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Associate Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

B. The District encourages the Associate Superintendent to participate in professional and community organizations and activities. The District shall pay the Associate Superintendent's annual professional membership dues in the California Association of School Business Officials ("CASBO") and one additional professional association of choice that is related to public education or its administration. The Associate Superintendent is expected to regularly participate in these organizations.

C. The Associate Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends state and national functions, whenever the actual and necessary expenses of attendance shall be paid by the District.

D. With prior approval by the Superintendent, the Associate Superintendent may engage in outside professional activities including consulting, speaking, writing, and participating in professional associations related to education, provided said activities do not interfere with the Associate Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Associate Superintendent.

8. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Associate Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Associate Superintendent as a result of such termination, the parties agree that in the event of the Associate Superintendent's termination other than for cause (as defined below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Associate Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Associate Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

B. In the event of a termination without cause, the Associate Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Associate Superintendent is eligible for another employer-sponsored health plan, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

C. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth herein.

D. If the Associate Superintendent is convicted of a crime involving an abuse of office or position, the Associate Superintendent shall fully reimburse the District of any and all cash settlements received due to termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Associate Superintendent is placed on paid administrative leave pending an investigation, the Associate Superintendent shall fully reimburse the District if convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Associate Superintendent, the Associate Superintendent shall fully reimburse the District if the Associate Superintendent is convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the Associate Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Associate Superintendent: (1) refuses or fails to act in accordance with a specific provision of this

Agreement or direction or order of a majority of the Board; (2) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (3) is unable to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Associate Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Associate Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Associate Superintendent and Board shall have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Associate Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Associate Superintendent's meeting with the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent's administrative remedies.

F. The District and Associate Superintendent agree that the payment provided under Sections 8.A-B of this Agreement shall constitute the exclusive and sole remedy of any kind for termination of employment without cause and the Associate Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to said termination of employment. Further, upon acceptance of payment under 8.A-B, the Associate Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to employment by the Board, including, but not limited to, claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Associate Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Associate Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Associate Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Associate Superintendent.

9. Notice of Finalist in Search:

In all cases the Associate Superintendent shall immediately notify the Board of Education in the event of becoming a finalist in the selection process for a position with any other school district.

10. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

11. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

12. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

13. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

14. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

15. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd, Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

16. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Legal Counsel:

The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

19. Renewal of Agreement:

The Board may, but is not required to, notify the Associate Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2019, or, if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Associate Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Associate Superintendent by executing this Agreement.

20. Board Approval:

The parties recognize that, to be enforceable, this Agreement must be ratified by the Board in open session.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement to be effective on the day and year above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Schmitt  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric Dill  
Associate Superintendent, Business Services

**CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT, EDUCATIONAL SERVICES  
BETWEEN  
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND  
MICHAEL GROVE**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and MICHAEL GROVE ("Associate Superintendent" or "Employee").

It is hereby agreed as follows:

1. Term of Employment:

The term of this Agreement shall be from July 1, 2015, through June 30, 2019, and may be extended on an annual basis upon mutual agreement. In no event shall the term of this Agreement be longer than four (4) years. Any extension of this term shall be approved by the Board in open session.

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

3. Powers and Duties:

The Associate Superintendent shall discharge those responsibilities and have the authority of Associate Superintendent, Educational Services, as outlined in the job description approved by the Board.

4. Evaluations:

A. The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once a year, in accordance with the terms herein and District Board Policy 4317, which is incorporated herein by this reference. If the Associate Superintendent's evaluation is deemed to be "satisfactory," the term of this Agreement may be extended by mutual consent of the Board of Trustees and Associate Superintendent. Any such extension shall be approved by the Board in open session.

5. Compensation:

A. Effective July 1, 2015, the Associate Superintendent shall receive an annual salary of \$175,000 and \$2,929 in longevity benefits. Effective January 1, 2016, the Associate Superintendent shall receive an annual salary of \$185,276 and \$2,929 in longevity benefits. Effective July 1, 2016, the Associate Superintendent shall receive an annual salary of \$195,466 and \$3,090 in longevity benefits. The Associate Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated herein, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.

B. The Associate Superintendent will not receive the Flexible Spending Account (FSA) previously provided. Instead, \$10,298 of the FSA funds previously provided to the Associate Superintendent under Board Policy 4345 have been permanently restructured into the Associate Superintendent's base salary, as authorized by and in accordance with Title 5, section 27600 of the California Code of Regulations. This restructured base salary is made effective on December 18, 2015.

6. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Associate Superintendent is a full-time management employee and shall have a two hundred and twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. The Associate Superintendent shall be entitled to take all paid holidays provided to other District management employees.

B. The Associate Superintendent shall be entitled to receive all fringe benefits, including health and welfare benefits, which are provided to the District's certificated management employees. This shall include any credit provided to certificated management employees for the purchase of medical benefits.

C. The Associate Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility, pursuant to Board Policy 4343. In no event shall the retiree benefits vesting schedule applicable to the Associate Superintendent be more advantageous to that available to certificated bargaining unit members.

D. The Associate Superintendent shall be entitled to paid vacation at the rate of twenty-four (24) days per school year. The District strongly urges the Associate Superintendent to take all vacation that is allocated to the position each year. In the event accrued vacation days plus current year vacation days' accumulation reach a maximum of forty-eight (48) days, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum of forty-eight (48) days is again reached.

E. The Associate Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Associate Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

B. The District encourages the Associate Superintendent to participate in professional and community organizations and activities. The District shall pay the Associate Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") and one additional professional association of choice that is related to public education or its administration. The Associate Superintendent is expected to regularly participate in these organizations.

C. The Associate Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends state and national functions, whenever the actual and necessary expenses of attendance shall be paid by the District.

D. With prior approval by the Superintendent, the Associate Superintendent may engage in outside professional activities including consulting, speaking, writing, and participating in professional associations related to education, provided said activities do not interfere with the Associate Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Associate Superintendent.

8. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Associate Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Associate Superintendent as a result of such termination, the parties agree that in the event of the Associate Superintendent's termination other than for cause (as defined below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Associate Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Associate Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

B. In the event of a termination without cause, the Associate Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Associate Superintendent is eligible for another employer-sponsored health plan, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

C. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth herein.

D. If the Associate Superintendent is convicted of a crime involving an abuse of office or position, the Associate Superintendent shall fully reimburse the District of any and all cash settlements received due to termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Associate Superintendent is placed on paid administrative leave pending an investigation, the Associate Superintendent shall fully reimburse the District if convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Associate Superintendent, the Associate Superintendent shall fully reimburse the District if the Associate Superintendent is convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the Associate Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Associate Superintendent: (1) refuses or fails to act in accordance with a specific provision of this

Agreement or direction or order of a majority of the Board; (2) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (3) is unable to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Associate Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Associate Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Associate Superintendent and Board shall have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Associate Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Associate Superintendent's meeting with the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent's administrative remedies.

F. The District and Associate Superintendent agree that the payment provided under Sections 8.A-B of this Agreement shall constitute the exclusive and sole remedy of any kind for termination of employment without cause and the Associate Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to said termination of employment. Further, upon acceptance of payment under 8.A-B, the Associate Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to employment by the Board, including, but not limited to, claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Associate Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Associate Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Associate Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Associate Superintendent.

9. Notice of Finalist in Search:

In all cases the Associate Superintendent shall immediately notify the Board of Education in the event of becoming a finalist in the selection process for a position with any other school district.

10. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

11. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

12. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

13. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

14. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

15. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd, Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

16. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Legal Counsel:

The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

19. Renewal of Agreement:

The Board may, but is not required to, notify the Associate Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2019, or, if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Associate Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Associate Superintendent by executing this Agreement.

20. Board Approval:

The parties recognize that, to be enforceable, this Agreement must be ratified by the Board in open session.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement to be effective on the day and year above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Schmitt  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Grove  
Associate Superintendent, Educational Services

**CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES  
BETWEEN  
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND  
TORRIE NORTON**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and TORRIE NORTON ("Associate Superintendent" or "Employee").

It is hereby agreed as follows:

1. Term of Employment:

The term of this Agreement shall be from July 1, 2015, through June 30, 2019, and may be extended on an annual basis upon mutual agreement. In no event shall the term of this Agreement be longer than four (4) years. Any extension of this term shall be approved by the Board in open session.

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

3. Powers and Duties:

The Associate Superintendent shall discharge those responsibilities and have the authority of Associate Superintendent, Human Resources, as outlined in the job description approved by the Board.

4. Evaluations:

A. The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once a year, in accordance with the terms herein and District Board Policy 4317, which is incorporated herein by this reference. If the Associate Superintendent's evaluation is deemed to be "satisfactory," the term of this Agreement may be extended by mutual consent of the Board of Trustees and Associate Superintendent. Any such extension shall be approved by the Board in open session.

5. Compensation:

A. Effective July 1, 2015, the Associate Superintendent shall receive an annual salary of \$175,000 and \$2,929 in longevity benefits. Effective January 1, 2016, the Associate Superintendent shall receive an annual salary of \$185,276 and \$2,929 in longevity benefits. Effective July 1, 2016, the Associate Superintendent shall receive an annual salary of \$195,466 and \$3,090 in longevity benefits. The Associate Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated herein, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.

B. The Associate Superintendent will not receive the Flexible Spending Account (FSA) previously provided. Instead, \$10,298 of the FSA funds previously provided to the Associate Superintendent under Board Policy 4345 have been permanently restructured into the Associate Superintendent's base salary, as authorized by and in accordance with Title 5, section 27600 of the California Code of Regulations. This restructured base salary is made effective on December 18, 2015.

6. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Associate Superintendent is a full-time management employee and shall have a two hundred and twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. The Associate Superintendent shall be entitled to take all paid holidays provided to other District management employees.

B. The Associate Superintendent shall be entitled to receive all fringe benefits, including health and welfare benefits, which are provided to the District's certificated management employees. This shall include any credit provided to certificated management employees for the purchase of medical benefits.

C. The Associate Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility, pursuant to Board Policy 4343. In no event shall the retiree benefits vesting schedule applicable to the Associate Superintendent be more advantageous to that available to certificated bargaining unit members.

D. The Associate Superintendent shall be entitled to paid vacation at the rate of twenty-four (24) days per school year. The District strongly urges the Associate Superintendent to take all vacation that is allocated to the position each year. In the event accrued vacation days plus current year vacation days' accumulation reach a maximum of forty-eight (48) days, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum of forty-eight (48) days is again reached.

E. The Associate Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Associate Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

B. The District encourages the Associate Superintendent to participate in professional and community organizations and activities. The District shall pay the Associate Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") and one additional professional association of choice that is related to public education or its administration. The Associate Superintendent is expected to regularly participate in these organizations.

C. The Associate Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends state and national functions, whenever the actual and necessary expenses of attendance shall be paid by the District.

D. With prior approval by the Superintendent, the Associate Superintendent may engage in outside professional activities including consulting, speaking, writing, and participating in professional associations related to education, provided said activities do not interfere with the Associate Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Associate Superintendent.

8. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Associate Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Associate Superintendent as a result of such termination, the parties agree that in the event of the Associate Superintendent's termination other than for cause (as defined below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Associate Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Associate Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

B. In the event of a termination without cause, the Associate Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Associate Superintendent is eligible for another employer-sponsored health plan, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

C. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth herein.

D. If the Associate Superintendent is convicted of a crime involving an abuse of office or position, the Associate Superintendent shall fully reimburse the District of any and all cash settlements received due to termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Associate Superintendent is placed on paid administrative leave pending an investigation, the Associate Superintendent shall fully reimburse the District if convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Associate Superintendent, the Associate Superintendent shall fully reimburse the District if the Associate Superintendent is convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the Associate Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Associate Superintendent: (1) refuses or fails to act in accordance with a specific provision of this

Agreement or direction or order of a majority of the Board; (2) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (3) is unable to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Associate Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Associate Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Associate Superintendent and Board shall have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Associate Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Associate Superintendent's meeting with the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent's administrative remedies.

F. The District and Associate Superintendent agree that the payment provided under Sections 8.A-B of this Agreement shall constitute the exclusive and sole remedy of any kind for termination of employment without cause and the Associate Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to said termination of employment. Further, upon acceptance of payment under 8.A-B, the Associate Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to employment by the Board, including, but not limited to, claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Associate Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Associate Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Associate Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Associate Superintendent.

9. Notice of Finalist in Search:

In all cases the Associate Superintendent shall immediately notify the Board of Education in the event of becoming a finalist in the selection process for a position with any other school district.

10. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

11. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

12. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

13. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

14. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

15. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd, Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

16. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Legal Counsel:

The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

19. Renewal of Agreement:

The Board may, but is not required to, notify the Associate Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2019, or, if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Associate Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Associate Superintendent by executing this Agreement.

20. Board Approval:

The parties recognize that, to be enforceable, this Agreement must be ratified by the Board in open session.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement to be effective on the day and year above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Schmitt  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Torrie Norton  
Associate Superintendent, Human Resources